ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံလိုသူ၏

ဆောင်ရွက်ရန် အဆိုပြုချက်

" ချားရစ်(စ်) ကုမ္ပဏီလီမိတက်"

PROPOSAL OF THE INVESTOR

FOR MAKING INVESTMENT

IN THE REPUBLIC OF THE UNION OF MYANMAR

"Charis Co., Ltd"

To

The Chairman,
Yangon Region Investment Committee

Dated :

(1) **Subject:** Submission of the proposal to Yangon Region Investment Committee

We have a great pleasure to inform you Charis Co., Ltd will be incorporated under the Myanmar Investment Law in accordance with the Myanmar Companies Law. We would like to apply YRIC permit for 100% foreign investment in the Republic of the Union of Myanmar and to form Charis Co., Ltd at Myay Taing Block No.(14) Land Plot No.(103), Shwe Than Lwin Industrial Zone, Hlaing Thar Yar Township, Yangon Region, Myanmar new technology for than existing method of finished items garment. Investment proposals are submitted hereby for approval and submission for decision of your authorities concerned. Now therefore we deeply appreciate the assistance and co-operation to your good office has extended to us and we look forward to your favorable reply.

Thank you,
Your faithfully,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

To

The Chairman
Yangon Region Investment Committee

Dated :

Subject : <u>Application for issue of permit for 100% (one hundred percent) Foreign Investment in the Republic of the Union of Myanmar</u>

Dear Sir,

1. We have pleasure and honor to inform you that we wish to make 100% (one hundred percent) Foreign Investment by the name of "Charis Co., Ltd" has desired to obtain an "Investment Permit" under Myanmar Investment Law.

2. We submit herewith the Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar together with relevant supporting documents which are advice and suggestion of departmental concern's required for decision and the issue of Permit from the Yangon Region Investment Committee (YRIC) for the YRIC 's Consideration.
   (a) Proposal of the Promoter to make 100% (one hundred percent) Foreign Investment in the Republic of the Union of Myanmar
   (b) Land and Building Lease Agreement (draft)
   (c) References for Business and Financial Standing

3. We trust the above would be meet your requirements and we hope see that the Myanmar Investment Commission will give favorable consideration to our application for investment opportunity as well as grants us the Investment Permit. We shall be most grateful to you if the Myanmar Investment Commission could kindly grant us the exemptions and reliefs from taxation in allowed as per Section 77 of the Myanmar Investment Law.

4. We shall obey by the Laws, Rules, Notification and Regulations of the Republic of the Union of Myanmar with due regard for the development of the Republic of the Union of Myanmar.

5. If you are granted us the Investment Permit as per our proposal, the country will gain method, technique and transfer of technology than the existing practice.

6. We are looking forward to have the most favorable consideration to this matter by the Commission and be granted the exemption along with the Permit at its earliest convenience.

With Best Regards,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

To

Chairman

Yangon Region Investment Committee

Dated :

Subject: **:** Undertaking concern with operation period

We are undertaking to you that we have to obey in accordance with the text of Myanmar Investment Law. We, " Charis Co., Ltd" will perform the permitted business for 23 years after the date of YRIC Permit.

With best regards,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

To

The Chairman
Yangon Region Investment Committee

Dated :

Subject: : <u>Undertaking</u>

This letter is informing to you that in accordance with the text of Myanmar Investment Law. If individual worker exceeds a salary of Kyats Four Million and Eight Hundred thousand per year, we, “Charis Co., Ltd., Ltd ” will ensure Income Tax will be paid.

With best regards,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

ပုံစံ (၄ - ခ)

အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ် ၊

ရက်စွဲ

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၃၇ နှင့်အညီအောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍အတည်ပြုလျှောက်ထားလွှာကိုတင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် — Ms. Kao You-Fen

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ် — 306327590

ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ် အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဂ) နိုင်ငံသား — တရုတ်နိုင်ငံသား

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ — Unit 403 A 4/F,Skyway House,No.3,Sham Mong Road,Tai Kok Tsui,Kowloon,Hong Kong China

(င) တယ်လီဖုန်း/ ဖက်စ်/ အီးမေးလ်လိပ်စာ — ၀၉၄၂၁၀၁၆၇၉၈

(စ) လုပ်ငန်းအမျိုးအစား (အသေးစိတ်ဖော်ပြပေးရန်) — စီအမ်ပီ စနစ်ဖြင့် အရည်သွင်းမြှင့်Poly Resin အားအခြေခံ၍ အရည်သွင်းမြှင့်, Poly Resin,Cold Cast Bronze,Pewter ကြွေထည် ရုပ်ထုများ နှင့် ပန်းပုရုပ်ထုများ ထုများ ထုတ်လုပ်ခြင်း လုပ်ငန်း။ (100% Export)

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏-

(က) အမည် — ဒေါ်ရွှေပြည့်အိမ်

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် (လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက) — ဒေါ်ရွှေပြည့်အိမ်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် — ၁၂/ဗဟန(နိုင်) ၀၉၉၇၅၀

(ဃ) နိုင်ငံသား — မြန်မာ

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ အမှတ် (၃၇ အေ)၊ ရန်ကင်းလမ်း၊ စမ်းချောင်း မြို့နယ်၊ ရန်ကုန်။

(စ) တယ်လီဖုန်း/ ဖက်စ် ၀၉၄၂၁၀၁၆၇၉၈

(ဆ) အီးမေးလိပ်စာ htway.961025@gmail.com

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဍာန်

(✓) ရာခိုင်နှုန်းပြည့် ( ) ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

( ) အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၀%

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၀%

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၁၀၀%

၄။ အစုရှယ်ယာ ၁၀%နှုန်းနှင့်အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
၁။	Wise Unicorn Industrial Ltd Represented by Ms. Kao You-Fen	တရုတ်နိုင်ငံသား	၉၉%
၂။	Mr. Lee Kyun Kyu	ကိုရီးယားနိုင်ငံသား	၁%

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း USD ၂,၀၀၀,၀၀၀

(ခ) အစုရှယ်ယာအမျိုးအစား ရိုးရိုးရှယ်ယာ

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ ၂၀,၀၀၀ရှယ်ယာ

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်းသို့မဟုတ် ကုမ္ပဏီဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်းပူးတွဲတင်ပြရန်

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

US$(သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်သည့်မတည်ငွေရင်း -

ပမာဏ/ ရာခိုင်နှုန်း

(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း ၁၀၀% (၁.၃၇၅)

ပမာဏ/ ရာခိုင်နှုန်း

စုစုပေါင်း ၁၀၀% (၁.၃၇၅)

၇။ က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း **နှစ် ၂၃**

(ခ) နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုမတည်ငွေရင်းယူဆောင်လာမည့်ကာလ အတည်ပြုမိန့် ရရှိပြီးနောက် ၂ နှစ်အတွင်း

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က)ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ မြေတိုင်းရပ်ကွက်အမှတ်(၁၄)၊မြေကွက်အမှတ်(၁၀၃)၊ရွှေသံလွင်စက်မှုဇုန်၊လှိုင်သာယာမြို့နယ်၊ရန်ကုန်တိုင်း၊ဒေသကြီး။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ **USD ၁,၃၇၄,၉၇၀**

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ခွင့်ပြုချက်၊ လိုင်စင်၊ ပါမစ်စသည်တို့ ရရှိပြီးပါကပူးတွဲတင်ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း ( ) ရှိ၊ (√) မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်နေမှုအခြေအနေကိုဖော်ပြပေးရန်

....

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကိုတင်ပြလျှောက်ထားခြင်းရှိ/မရှိဖော်ပြရန်။

(√) မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

( ) အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

လျှောက်ထားသူလက်မှတ်

အမည် Ms. Kao You-Fen

ရာထူး Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် Charis Co.,Ltd

ကတိဝန်ခံချက်

အထက်အကြောင်းအရာပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကိုလျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါကအတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌မလိုလားအပ်သည့် နှောင့်နှေး ကြန့်ကြာခြင်းတို့ဖြစ်ပေါ်နိုင်ကြောင်းကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်းလိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည်	Ms. Kao You-Fen
ရာထူး	Managing Director
ဌာန/ကုမ္ပဏီတံဆိပ်	Charis Co.,Ltd

Form (4 – B)

Endorsement Application Form

To,

Chairman

Yangon Region Investment Committee

Reference No.
Date

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-

(a) Name : Ms. Kao You-Fen
(b) Company Registration No/ID No
National Registration Card No/Passport : 306327590
(c) Citizenship: Chinese
(d)Address/Address of Registered Office : Unit 403 A 4/F,Skyway House,No.3,Sham Mong Road,Tai Kok Tsui,Kowloon,Hong Kong ,China
(d) Phone/Fax/E – mail: 09421016798
(e) Type of Business (to describe in detail) : Manufacturing of high quality Poly Resin,Cold Cast Bronze,Pewter and Porcelain Figurines and Collectibles by using high quality poly resin on CMP Basis (100 % Export)

Note: The following documents need to be attached according to the above paragraph (1) :-

(1) Company Registration Certificate (copy);

(2) ID No/National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself/herself, the applicant:

(a) Name: Daw Shwe Pyae Eain
(b) Name of contact person: Daw Shwe Pyae Eain

_(if applicant is business organization)

Note: describe with attachment of letter of legal representative

(c) ID No./National Registration Card No. /Passport No. 12/ Ba Ha Na (N) 099750

(d) Citizenship: Myanmar

(e) Address in Myanmar: No. (37 A), Yankin Street, Sanchaung Township, Yangon.

(f) Phone/Fax: 09421016798

(g) E –mail: htway.961025@gmail.com

3. Type of business organization to be formed:-

(√) One Hundred Percent ( ) Joint Venture (To attach the draft of JV agreement) ( ) Type of Contractual Basis (To attach draft contract /agreement)

Share Ratio (Local) 0%

Share Ratio (Government Department /Organization) 0%

Share Ratio (Foreigner) 100%

4. List of Shareholders Owned 10% of the Share and Above

No	Name of Shareholder	Citizenship	Share Percentage
1	Wise Unicorn Industrial Ltd Represented by Ms. Kao You-Fen	Chinese	99%
2	Mr. Lee Kyun Kyu	Korean	1%

5. Particulars of Company Incorporation

(a) Authorized Capital USD 2,000,000

(b) Type of Share Ordinary Share

(c) Number of Shares 20,000 Shares

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

	US$(Million)
(a) Amount/Percentage of local capital to be contributed	N/A
(b) Amount/Percentage of foreign capital to be brought in	100% (1.375)
Total	100% (1.375)

7. Particulars of the Investment Project- **23 Years**

(a) Investment location(s)/place (s) — Myay Taing Block No.(14) Land Plot No.(103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon Region

(b) Capital Brought In Period — Within 2 year After receiving the Endorsement

8. Amount of Investment — USD 1,374,970

9. The license, Permit, Permission, and etc: of the relevant organizations shall be attached if they are received.

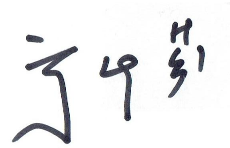
10. Commencement of Business ( ) Yes (√) No

If it is commenced, describe the performance of business activities;

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

(√√) Land Rights Authorization Application

( ) Tax Incentive Application



Signature of the applicant

Name : Ms. Kao You-Fen
Title : Managing Director
Department/Company : Charis Co., Ltd
(Seal/Stamp)

Undertaking

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name : Ms. Kao You-Fen
Title : Managing Director
Department/Company : Charis Co., Ltd
(Seal/Stamp)

To,
The Chairman,
Yangon Region Investment Committee

Date:

<u>Subject: GRANTING POWER OF ATTORNEY</u>

We, Charis Co., Ltd, the undersigned, do hereby grant to Daw Shwe Pyae Eain as authorized person to perform the matter of power of attorney of our business.

Name : Shwe Pyae Eain

NRC No. : 12/ Ba Ha Na (N) 099750

Phone no: 09 421016798

Yours Sincerely,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

Charis Co.,Ltd.

Investment Plan

No	Particular	US$'000	Total US$'000
1	Cash	500.00	500.00
2	Office Equipment (Local Purchase)	401.03	401.03
3	Factory's Accessories/Operating Machinery (To Be Imported)	473.94	473.94
	Total (US$)		**1374.97**

*နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံ မှု မတည်ငွေရင်းအား အတည်ပြု မိန့်ရရှိ ပြီး ၂ နှစ် အတွင်း ယူဆောင် လာပါမည်။

Depreciation 10%

No	Particular	US$'000	Total US$'000
1	Office Equipment (Local Purchase)		40.10
2	Factory's Accessories/Operating Machinery (Local Purchase)		47.39
	Total (US$)		**87.497**

To:

The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1, Thitsar Road, Yankin Township, Yangon.

Date: 18.5.2018

Re: Application to check availability of company name for foreign company registration

1. I wish to submit an application to confirm the availability of the following company name:

   Name in English: CHARIS CO., LTD

   Name in Myanmar: ချားရစ်(စ်) ကုမ္ပဏီလီမိတက်

   (*The proposed company name must be specified in both English & Myanmar*).

2. The contact details of the applicant are as listed below:

   Name: Ms. You - Fen Kao (P.P. No. 306327591)

   Company: ....

   Address: ....

   Phone number: ....

3. The business objectives and activities of the proposed foreign company are as listed below:

   (i) Poly - resin, cold - cast bronze, pewter, porcelain, collectibles (CMP Basis)

   (ii) ....

   (iii) ....

   (iv) ....

   (v) ....

   (vi) ....

   (vii) ....

   (viii) ....

Signature of applicant: [signature]

Name: [handwritten in Myanmar]

NRC (Myanmar) or Passport No. (and country) : [handwritten in Myanmar]

1	CHARIS EVELOGIA COMPANY LIMITED
2	CHARIS MYANMAR COMPANY LIMITED
3	Charisma Conglomerate Engineering & Construction Co., Ltd
4	CHARISMA CONGLOMERATE LIMITED
5	UNITED CHARISMA COMPANY LIMITED

18-5-2018

18.5.18

Wu

306327590

持照人填寫欄 (INFORMATION OF BEARER)

國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事故通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW)

姓名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

中華民國一〇一年印製

持照人簽名 (SIGNATURE OF BEARER)

護 照 中華民國 REPUBLIC OF CHINA

PASSPORT



型式 / Type: P

代碼 / Code: TWN

護照號碼 / Passport No.: 306327590

姓名 / Name (Surname, Given names): 高幼芬 KAO, YOU-FEN

外文別名 / Also known as: YVONNE KAO

國籍 / Nationality: REPUBLIC OF CHINA

身分證統一編號 / Personal Id.: J200556893

性別 / Sex: F

出生日期 / Date of birth: 19 FEB 1955

發照日期 / Date of issue: 02 OCT 2012

出生地 / Place of birth: TAIWAN

效期截止日期 / Date of expiry: 02 OCT 2022

發照機關 / Authority: MINISTRY OF FOREIGN AFFAIRS



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P<TWNKAO<<YOU<FEN<<<<<<<<<<<<<<<<<<<<<<<<<<<<
3063275903TWN5502196F2210023J200556893<<<<50
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Im

이 여권은 별도의 기재가 없는 한 모든 국가에서 유효함.	*This passport is valid for all countries unless otherwise endorsed.*

귀하의 안전을 위하여 해외여행 전에는 반드시 외교통상부 해외안전여행 홈페이지(http://www.0404.go.kr)를 방문하시기 바랍니다. 여행 목적지가 여행경보지역인 경우에는 해당되는 지침을 준수하시기 바랍니다.

소지인의 서명
Signature of bearer

대한민국 REPUBLIC OF KOREA

여권 PASSPORT

종류/Type: PM
발행국/Issuing country: KOR
여권번호/Passport No.: M49191806



성/Surname: LEE
이름/Given names: HYUN KYU
국적/Nationality: REPUBLIC OF KOREA
생년월일/Date of birth: 10 OCT 1988
주민등록번호/Personal No.: 2068013
성별/Sex: F
발급일/Date of issue: 07 JUN 2013
발행관청/Authority: MINISTRY OF FOREIGN AFFAIRS AND TRADE
기간만료일/Date of expiry: 07 JUN 2023
한글성명: 이현규

PMKORLEE<<HYUN<KYU<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
M491918062KOR8810104F2306072206801 3V16388948

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မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ချား ရစ် (စ်) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

CHARIS COMPANY LIMITED

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ချား ရစ် (စ်) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

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၁။ ကုမ္ပဏီ၏အမည်သည် ချား ရစ် (စ်) ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် **အမေရိကန် ဒေါ်လာ** ၂,၀၀၀,၀၀၀ /- (**အမေရိကန် ဒေါ်လာ နှစ်သန်း** တိတိ) ဖြစ်၍ **အမေရိကန် ဒေါ်လာ** ၁၀၀ /- (**အမေရိကန် ဒေါ်လာ တစ်ရာ** တိတိ) တန် အစုရှယ်ယာပေါင်း (၂၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေပြဋ္ဌာန်းချက်များနှင့် အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

စီ အမ် ပီ စနစ်ဖြင့် အရည်အသွေးမြှင့် Ploy Resin အား အခြေခံ၍ အရည်အသွေးမြှင့် Poly Resin, Cold - Cast - Bronze, Pewter, ကြွေထည် ရုပ်ထုများနှင့် အခြား ရုပ်ထုများ ထုတ်လုပ်ခြင်းလုပ်ငန်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စည်းပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည်အထက်ဖော်ပြပါရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟုခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီ ကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန်လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာ နှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသားမှတ်ပုံတင် အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	WISE UNICORN INDUSTRIAL LIMITED Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. **Represented By**	Incorporated in Hong Kong..	13500	
(a)	Ms. Kao You Fen Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. (Merchant)	Chinese PP.No.306327590		
2.	Ms. Lee Hyun Kyu Flat D , 22/F, Peace Mansion, 8 Peace Avenue, Kowloon, Hong Kong, China. (Merchant)	Korean PP.No.M49191806	1500	

ရန်ကုန်။ နေ့စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ၊ ၇ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ZIN WAI B.Com:(AA);C.P.A (210)
CERTIFIED PUBLIC ACCOUNTANT

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ချား ရစ် (စ်) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

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၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၁၇ (၂) တွင်ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီ နှင့် အစဉ်သဖြင့်သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤ ကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှ အပ၊ ဤ ကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤ ကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းချက်မပြုရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေ နှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏သတ်မှတ်မတည်ငွေရင်းသည် **အမေရိကန် ဒေါ်လာ ၂,၀၀၀,၀၀၀** /-
(**အမေရိကန် ဒေါ်လာ နှစ် သန်း** တိတိ)ဖြစ်၍ **အမေရိကန် ဒေါ်လာ ၁၀၀** /-
(**အမေရိကန် ဒေါ်လာ တစ်ရာ** တိတိ) တန် အစုရှယ်ယာပေါင်း (**၂၀,၀၀၀**) ခွဲထားပါသည်။
ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်း များနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကျပ်ကွပ်ကဲမှုအောက် တွင်ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာ များကို ခွဲဝေချ ထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ထားသည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ်ရိုက်နှိပ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်း ဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ် ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေ အထောက်အထား တစ်စုံတစ်ရာ ကိုတင်ပြစေ၍ သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန် သွားသော အစုရှယ်ယာ ရှင်တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ် ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှယ်ယာရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို, အခါအား လျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်း ဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် အချိန်နှင့်နေရာတွင် ပေးသွင်းရန်တာဝန် ရှိစေရမည်။ ဆင့်ခေါ်မှုတိုင်းအတွက် အရစ်ကျ ပေးသွင်းစေခြင်း သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများကသတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၉) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(၁) **Ms. Kao You Fen**

(၂) **Ms. Lee Hyun Kyu**

တို့ဖြစ်ပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့ အနက်မှ တစ်ဦးကို မန်နေးဂျင်း ဒါရိုက်တာအဖြစ် အချိန်အခါ အလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥာဏ် ပူဇော်ခများဖြင့် ခန့်ထားရ မည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာ တစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ အစုရှယ်ယာ အနည်းဆုံး (-) စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ၈၅ ပါ ပြဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်း ကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည့် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း အစည်းရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထ မြောက်ရန်အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေး အထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်း ဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့်ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့် ဒါရိုက်တာကမဆို အချိန်မရွေးခေါ် နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကိုချေးငှားရန်သို့မဟုတ်အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသောစာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ တည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာ နှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသားမှတ်ပုံတင် အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	WISE UNICORN INDUSTRIAL LIMITED Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China.	Incorporated in Hong Kong..	13500	
	Represented By			
(a)	Ms. Kao You Fen Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. (Merchant)	Chinese PP.No.306327590		
2.	Ms. Lee Hyun Kyu Flat D , 22/F, Peace Mansion, 8 Peace Avenue, Kowloon, Hong Kong, China. (Merchant)	Korean PP.No.M49191806	1500	

ရန်ကုန်။ နေ့စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ၊ ၇ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ZIN WAI B.Com:(AA);C.P.A (210)
CERTIFIED PUBLIC ACCOUNTANT

THE MYANMAR CC

PRIVATE COMPANY LI

Memorandum O

OF

CHARIS

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **CHARIS** COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the company is **USD 2,000,000** /- (**USD Two Million** Only) divided into (**20,000**) shares of **USD 100** /- (**USD One Hundred** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

CHARIS COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **CHARIS** COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the company is **USD 2,000,000** /- (**USD Two Million** Only) divided into (**20,000**) shares of **USD 100** /- (**USD One Hundred** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6. The Objective for which the company is established are

Manufacturing of High Quality Poly -Resin, Cold - Cast - Bronze, Pewter and Porcelain Figurines and Collectibles by using high quality poly - resin on CMP Basis.

7. To borrow money for the benefit of the Company's Business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number Of Shares taken	Signatures
1.	WISE UNICORN INDUSTRIAL LIMITED Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. **Represented By**	Incorporated in Hong Kong..	13500	
(a)	Ms. Kao You Fen Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. (Merchant)	Chinese PP.No.306327590		
2.	Ms. Lee Hyun Kyu Flat D , 22/F, Peace Mansion, 8 Peace Avenue, Kowloon, Hong Kong, China. (Merchant)	Korean PP.No.M49191806	1500	

Yangon Dated the 7th day of June, 2018.

It is hereby certified that the persons mentioned above put their signatures in my presence.

ZIN WAI B.Com:(AA);C.P.A (210)
CERTIFIED PUBLIC ACCOUNTANT

THE MYANMAR C

PRIVATE COMPANY LI

Articles Of

OF

CHARIS

❖ ❖ ❖ ❖ ❖ ❖ ❖

The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act Shall always be deemed to apply to the Company.

PRIVATE COMPANY

The Company is to be a Private Company and accordingly following provisions shall have effect: -

(a) The member of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

The authorized capital of the company is **USD 2,000,000** /- (**USD Two Million** Only) divided into (**20,000**) shares of **USD 100** /- (**USD One Hundred** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

CHARIS COMPANY LIMIED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act Shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -
   - *(a) The member of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.*
   - *(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The authorized capital of the company is **USD 2,000,000** /- (**USD Two Million** Only) divided into (**20,000**) shares of **USD 100** /- (**USD One Hundred** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title shares shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and so such terms, if any, as to evidence and indemnity as the Directors may think fit. The Legal representative of deceased member shall be recognized by the Directors.

6. The Directors may, from time to time make call upon the members in respect if any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by installments or may be revoked or postponed as the Directors may deter - mine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (9).
The First Directors shall be: -

(1) Ms. Kao You Fen
(2) Ms. Lee Hyun Kyu

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debenures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, convenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
    (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
    (2) all sales and purchases of goods by the Company;
    (3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors perviously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Driector, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number Of Shares taken	Signatures
1.	WISE UNICORN INDUSTRIAL LIMITED Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. **Represented By**	Incorporated in Hong Kong..	13500	
(a)	Ms. Kao You Fen Unit 403A 4/F, Skyway House, No.3, Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong, China. (Merchant)	Chinese PP.No.306327590		
2.	Ms. Lee Hyun Kyu Flat D , 22/F, Peace Mansion, 8 Peace Avenue, Kowloon, Hong Kong, China. (Merchant)	Korean PP.No.M49191806	1500	

Yangon Dated the 7th day of June, 2018.

It is hereby certified that the persons mentioned above Put their signatures in my presence.

ZIN WAI B.Com:(AA);C.P.A (210)
CERTIFIED PUBLIC ACCOUNTANT

The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: DICA-10 / 1 / 2018 (08150)
Dated 13 June , 2018

Ms Kao You Fen
Director,
Charis Co., Ltd
Myay Taing Block No. (14), Land Plot No. (103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon.

Subject: **Application for Permit.**

We have received your complete application of Permit on (8-6-2018).
We have prescribed the conditions to be attached to the permit after taking into consideration the activities to be carried out by the company in the Republic of the Union of Myanmar and the facts mentioned in the documents submitted by the company.

Before issuing the Permit (Original) we would like to seek your agreement with regard to the conditions to be attached to the permit. These conditions are listed in the Annexure.

The company is therefore kindly requested to study these conditions and send back the Annexure duly signed by the responsible official on behalf of company on before (7-12-2018).

If the conditions are acceptable, the company is requested to remit 50% of the prescribed amount **US $ 150,000 (United States Dollar One Hundred and Fifty Thousand Only)**in Foreign Currency acceptable to the Myanma Foreign Trade Bank/the Myanma Investment & Commercial Bank, and the Private Banks which have obtained Authorized Dealer License .

Unless the duly signed Annexure is received by that date it will be considered that the company is not taking interest to accept these conditions and subsequently your application for permit shall be cancelled.

Yours sincerely,

For Director General,
(Myo Min - Director)

c.c to
Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment & Commercial Bank.
Assistant General Manager
Myanma Economic Bank
General Manager
The Private Banks which have obtained
Authorized Dealer License

} kindly requested to open a bank account if it is applied by the company.

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The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: DICA-10 / 1 / 2018 (08149)
Dated 13 June, 2018

To

Ms Kao You Fen
Director,
Charis Co., Ltd
Myay Taing Block No. (14), Land Plot No. (103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon.

Subject : **Certificate of Incorporation (Temporary)and Form of Permit (Temporary) Issued.**

1. Upon the application **Charis Co., Ltd** in accordance with Myanmar Companies Act, Certificate of Incorporation (Temporary) and Form of Permit (Temporary) are issued on **8th June, 2018.** as Registration and Permit **No.237 FC/ 2018-2019 (YGN)** by this office as a Private Company.

2. The purpose of issuance of these Certificates (Temporary) are to enable **Charis Co., Ltd**. for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.

3. The Certificate of Incorporation (Temporary)and Form of Permit (Temporary) will be replaced with original one after the completion of registration process. However, these Certificates (Temporary) will be revoked without reimbursement of registration fees if the application is not approved by the decision of high level.

For Director General,
(Myo Min - Director)

Copy to

Director General
Internal Revenue Department.

Managing Director
Myanma Foreign Trade Bank.

Managing Director
Myanma Investment and Commercial Bank.

Assistant General Manager
Myanma Economic Bank
General Manager
The all banks which have obtained Authorized Dealer License

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၂၃၇ အက်ဖ်စီ/ ၂၀၁၈–၂၀၁၉ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ချားရစ် (စ်) ကုမ္ပဏီ လီမိတက် ....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်ကုမ္ပဏီအဖြစ် ၂၀၁၈ နှစ်၊ ဇွန် လ၊ ၈ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မျိုးမင်း၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 237 FC of 2018-2019 (YGN).

I hereby certify that CHARIS COMPANY LIMITED is incorporated under the Myanmar Companies Act as a Limited Company on the EIGHTH day of JUNE, TWO THOUSAND AND EIGHTEEN.

For Director General
(Myo Min - Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ
(၈-၆-၂၀၁၈) မှ (၇-၁၂-၂၀၁၈) ရက်နေ့အထိ (၆)လသက်တမ်း အတွက်သာ
ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ် (မူရင်း)
နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF PLANNING AND FINANCE

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 237 FC / 2018-2019(YGN)

Date 8th June, 2018

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the CHARIS COMPANY LIMITED in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Charis Co.,Ltd
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	Myay Taing Block No. (14), Land Plot No. (103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon.
(4)	The object for which the company is formed (field of business).	Mentioned in back page
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 2,000,000 divided into 20,000 shares of USD 100 each
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	June 8, 2018 to December 7, 2018. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General

(Myo Min - Director)

Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform. If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

Manufacturing of High Quality Poly - Resin, Cold - Cast - Bronze, Pewter and Porcelain Figurines and Collectibles by using high quality poly - resin on CMP Basis.

For Director General

(Thet Paing - Deputy Director)

Issued Date:

Company No. : 278789

WISE UNICORN INDUSTRIAL LIMITED

志麟實業有限公司

WRITTEN RESOLUTIONS OF DIRECTORS made pursuant to the Articles of Association of the abovenamed Company:-

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We, the undersigned, being the directors of the Company for the time being, hereby RESOLVE that:-

AUTHORISATION OF REPRESENTATIVE

It was noted that the Company has invested in Charis Company Limited incorporated in Myanmar. IT WAS RESOLVED THAT Mr. Gao Jianlin (Passport no E85466175) or Mr. Hsu Ching-Hsing (Passport no 301548862) be authorised to execute and sign the documents in respect of our said investment in Myanmar for and on behalf of the Company.

Dated: 2 4 MAY 2018

KAO You-Fen
Director

KAO Shou Bin
Director

Notary Public Certificate

I, **TSE Lin Fung Charles**, a duly authorized **NOTARY PUBLIC DO HEREBY CERTIFY** that the attached Document No. 1 is a certified true copy of Business Registration Certificate of **WISE UNICORN INDUSTRIAL LIMITED (志麟實業有限公司)** ("the Company") in Hong Kong SAR being valid until 24th May 2019 issued by the Inland Revenue Department of the Government of Hong Kong SAR.

I **FURTHER CERTIFY** that the attached Document No.2 is a true and complete copy of Certificate of Incorporation of the Company dated 25th May 1990 obtained from the Companies Registry of the Government of Hong Kong SAR.

IN FAITH AND TESTIMONY whereof I the said Notary have subscribed my name and set and affixed my seal of office at the address below this 28th day of May, Two Thousand and Eighteen.

TSE Lin Fung Charles
Notary Public, Hong Kong SAR

Units 813-814, 8th Floor, Tower 1,
Cheung Sha Wan Plaza, 833 Cheung
Sha Wan Road, Lai Chi Kok,
Kowloon, Hong Kong SAR
of the People's Republic of China

(Lifetime Commission)

Ref: CT/NP004979/18

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued.
To verify the issuance of this Apostille, see "https://e-services.judiciary.hk/apoereg/?locale=en"
此項文件加簽僅就公共文件上簽署的真確性、簽署人的身分及，如適用的話，文件上的蓋章/蓋印予以證明。此項文件加簽並不就文件的內容作出證明。
就發出此文件加簽之查證，見 "https://e-services.judiciary.hk/apoereg/?locale=zh-HK"

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1.	Country: 國家/地區	Hong Kong, China 中國香港
	This public document 此公共文件	
2.	has been signed by 簽署人為	TSE Lin Fung Charles
3.	acting in the capacity of 其行事的身分為	Notary Public 公證人
4.	bears the seal / stamp of 蓋有的蓋章/蓋印	TSE Lin Fung Charles

Certified
加簽證明

5. at 在	High Court 高等法院	6. the 於	30 MAY 2018 2018 年 05 月 30 日	
7. by 由	LUNG Kim Wan Registrar, High Court 龍劍雲 高等法院司法常務官			
8. No 編號	20781 / 2018			
9. Seal / stamp: 蓋章/蓋印		10. Signature: 簽署	[signature]	

Reference Code 參考編號: 84DE9C67

(Seal: 高等法院印章 · 中華人民共和國香港特別行政區 · HONG KONG · THE SEAL OF THE HIGH COURT)

(Embossed seal: TSE LIN FUNG CHARLES · NOTARY PUBLIC · HONG KONG SAR)

(Seal: CONSULATE-GENERAL OF THE REPUBLIC OF THE UNION OF MYANMAR · HONG KONG · 015)

No. 091/2018

Seen at the Consulate-General of the Union of Myanmar, Hong Kong for legalization of the signature of LUNG Kim Wan and the official seal of the High Court, Hong Kong.

[signature]
for Consul-General

Dated: 5-6-2018
Hong Kong

Tin Mya Win
Consul

Document No. 1

請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line and display the valid business/branch registration certificate at business address.

XXXXXXXX
XXXXXXXX

表格 2 FORM 2
《商業登記條例》(第 310 章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
商業 XXXX 登記證 Business XXXXX Registration Certificate

[第 5 條]
[regulation 5]

複 本
DUPLICATE

業務 / 法團所用名稱 Name of Business/ Corporation	志麟實業有限公司 WISE UNICORN INDUSTRIAL LIMITED
業務 / 分行名稱 Business/ Branch Name	** **
地 址 Address	UNIT 403A 4/F SKYWAY HOUSE NO.3 SHAM MONG ROAD TAI KOK TSUI KL
業務性質 Nature of Business	MANUFACTURER I/E
法律地位 Status	BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
25/05/2018	24/05/2019	13677763-000-05-18-4	$2,250

(登記費 FEE = $2,000)
(徵費 LEVY = $ 250)

請注意下列《商業登記條例》的規定：

1. 第 6(6) 條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將有效的商業登記證或有效的分行登記證展示於營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that a valid business registration certificate or valid branch registration certificate shall be displayed at every address where the business is carried on.

本人謹代表稅務局局長，根據《商業登記條例》第19(1)條核證這份文件是商業登記署所發出的有效商業登記證的真實副本。
I, for the Commissioner of Inland Revenue, hereby certify this document under Section 19(1) of the Business Registration Ordinance to be a true copy of a valid business registration certificate issued by the Business Registration Office.

陳潔芳
(CHAN KIT FONG)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

IRDB101A (12/2010) 23/04/2018 422001417 $2,250.00 20180526 000155

付款說明

你可透過以下方法付款：

1. **電子付款**

   你可透過電話、銀行自動櫃員機或互聯網付款。請留意你每天的可繳款限額和有關的繳款服務機構每天截數的時間。

   稅務局的「繳費靈」商戶編號為「10」。請致電「18013」登記帳單及「18033」交費。請注意你的商業登記證號碼每年都不相同，因此每次繳款前，請先登記有關帳單。

   你可以在任何貼有「繳費服務」標誌的滙豐銀行／恒生銀行自動櫃員機或貼有「繳費易」標誌的「銀通」自動櫃員機，使用提款卡繳款。

   如欲透過網上付款，你可以進入本局網頁<www.ird.gov.hk>。在「稅務資料 — 其他」目錄選擇「繳稅及退稅」，然後選擇「付款辦法」下的「互聯網付款」。請依照指示付款。

   你亦可透過電子支票支付網站<www.payecheque.gov.hk>上載電子支票／電子本票付款。請瀏覽該電子支票支付網站以獲取詳細指示。

2. **郵遞付款**

   請把支票連同本繳款通知書一併寄回「香港告士打道郵政局郵箱29015號稅務局局長收」。切勿郵寄現金，並預留足夠郵遞時間。本局恕不接納期票。

   支票須加劃線並註明支付「香港特別行政區政府」。請在支票背面寫上商業登記證號碼。

3. **親臨付款**

   你可以攜同本繳款通知書到下列繳款處付款：

   郵政局

   請攜同本繳款通知書到全港任何一間郵政局以現金、支票或「易辦事」付款。有關各區郵政局的地址及辦公時間，請瀏覽香港郵政網頁<www.hongkongpost.hk>或致電其查詢熱線 2921 2222。

   便利店

   請攜同本繳款通知書到全港任何一間7-Eleven便利店、OK便利店、VanGo便利店及香港華潤萬家超級市場以現金付款。每次繳款金額上限為5,000元。

   商業登記署

   請攜同本繳款通知書往香港灣仔告士打道5號稅務大樓4樓以現金、支票或「易辦事」繳款。如你未持有商業登記繳款通知書，請先到查詢櫃位索取繳款通知書，然後付款。

   收款時間：　星期一至五　上午8時45分至下午5時正

注意

i) 使用電子付款繳交商業登記費，請輸入商業登記證號碼。號碼末端如為'A'字，在使用電話或銀行自動櫃員機付款時，請無需輸入該'A'字。如透過銀行的互聯網上付款時，某些銀行或會要求客戶一併輸入'A'字，請留意個別銀行指示。

ii) 如以支票付款，收據須在支票首次提交付款銀行獲得兑現後，才屬有效。

iii) 如以電子／郵寄方式或親身到便利店付款，有效的商業登記證將於付款後寄回。

iv) 如你親身到郵局以罰款通知書繳款，有效的商業登記證將於付款後寄回。

v) 除非已繳妥有關費用，否則該商業登記證根據《商業登記條例》第6(5)條並不視為有效。

vi) 過期繳付登記費及徵費會被加徵罰款（1年證：總行$300、分行$71；3年證：總行$900、分行$213）。

其他資料及查詢

請瀏覽稅務局網頁、致電查詢熱線 187 8088、電郵 taxbro@ird.gov.hk 或傳真至 2824 1482。本局亦可將所需資料傳真或郵寄給你。

IRS9711A (10/2016)

PAYMENT INSTRUCTIONS

The total amount due can be settled as follows:

1. **Payment by electronic means**

   You may pay by phone, by bank ATM or via the Internet. Please note personal transaction limit and the daily cut-off time of the relevant payment service provider.

   The IRD's PPS merchant code is "10". Please dial 18011 for bill registration and 18031 for payment. Please note that a different Business Registration Certificate Number is given every year. Therefore, you have to register the relevant bill before making payment.

   You may pay by ATM card at any HSBC/Hang Seng Bank ATM with the "Bill Payment" signage, or at any JETCO ATM with the "JET PAYMENT" logo.

   To pay via the Internet, you can visit our web site <www.ird.gov.hk>. Click on "Payment & Refund" under "Tax Information – Others" menu. Select "Payment Methods" and then "Payment via Internet". Follow the instructions and make payment.

   You may pay by e-Cheque/e-Cashier Order. Please visit the "Pay e-Cheque" portal at <www.payecheque.gov.hk> for detailed instructions.

2. **Payment by post**

   You may mail your cheque together with this demand notice to "Commissioner of Inland Revenue, P.O. Box 29015, Gloucester Road Post Office, Hong Kong". Do not send in cash. You should allow sufficient mailing time. Post-dated cheques will not be accepted.

   The cheque should be crossed, and made payable to either "The Government of the Hong Kong Special Administrative Region" or "The Government of the HKSAR". The Business Registration Certificate Number should be written on the back of the cheque.

3. **Payment in person**

   Payment in person together with this demand notice can be made at the following collection points:

   Post Office

   Please bring along this demand notice to make payment by cash, cheque or EPS at any post office throughout Hong Kong. For details of addresses and opening hours of post offices, please visit the Hongkong Post web site <www.hongkongpost.hk> or call their enquiry hotline 2921 2222.

   Convenience store

   Please bring along this demand notice to make payment at any 7-Eleven Convenience Store, Circle K Convenience Store, VanGO Convenience Store and China Resources Vanguard Supermarket in Hong Kong. Cash payment up to $5,000 per transaction is accepted.

   Business Registration Office

   Please bring along this demand notice to make payment by cash, cheque or EPS on 4/F., Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong. If you do not have a Business Registration demand note, please obtain a copy of it from the Enquiries Counter for making payment.

   Shroffing Hours:　Monday to Friday　8:45 am to 5:00 pm

IMPORTANT

i) To pay BR fee by electronic means, please enter the Business Registration Certificate Number. However, if the number ends with a letter 'A', for telephone or bank ATM payments, please skip the letter 'A'. For Internet payments, some banks may require input of the letter 'A'. Please refer to the instructions of individual banks.

ii) In the case of payment made by cheque, the receipt is valid only when the cheque is honoured on the first presentation to the drawee bank.

iii) For those payments made by electronic means/by post or through convenience stores, a receipted Business Registration Certificate will be sent to your business address after payment.

iv) If you make payment for penalty demand note in person at Post Offices, a receipted Business Registration Certificate will be sent to your business address after payment.

v) The Business Registration Certificate is NOT valid in accordance with section 6(5) of the Business Registration Ordinance until the relevant payment has been duly made.

vi) Penalty (1-year Certificate: main $300, branch $71; 3-year Certificate: main $900, branch $213) will be imposed if the payment of fee and levy is made after the specified due date.

FURTHER INFORMATION AND ENQUIRIES

Please visit our web site, call our hotline 187 8088, email to taxbro@ird.gov.hk or fax to 2824 1482. We may also send the required information to you by fax or post upon request.

No. 278789
編號

CERTIFICATE OF INCORPORATION
公司註册證書

I hereby certify that
本人茲證明

WISE UNICORN INDUSTRIAL LIMITED
志麟實業有限公司

is this day incorporated in Hong Kong under the Companies Ordinance, and
於本日在香港依據公司條例註册成爲
that this company is limited.
有限公司。

Given under my hand this Twenty-fifth day of May
簽署於一九九0年五月二十五日。
One Thousand Nine Hundred and Ninety.

Mrs. S. LAM
p. Registrar General
(Registrar of Companies)
Hong Kong
香港註册總署署長暨公司註册官
（註册主任林黎小蘭代行）

R.G. 314

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

WISE UNICORN INDUSTRIAL LIMITED

志麟實業有限公司

Incorporated the 25th day of May, 1990.

HONG KONG

(2) To invest in, and to hold, sell and deal with the stock, shares, bonds, debentures, debenture stock, obligations, notes and securities of any government, state, company, corporation or other body or authority; and to raise and borrow money by the issue of shares, stock, debentures, debenture stock, howsoever and to underwrite any such issue.

(3) To acquire by purchase or otherwise lands and buildings and to erect and maintain warehouses, hotels, cinema halls, tenement house, commercial flats, factory buildings, office block or other buildings.

(4) To provide halls and other suitable rooms, buildings and places, and to permit the same or any part thereof to be used on such terms as the company shall think fit, for any purposes, public or private, and in particular for public meetings, exhibitions, concerts, lectures, dinners, theatrical performances, cinematographs and other entertainments.

(5) To build, establish, maintain, acquire, operate and own factories of all kinds.

(6) To carry on all or any of the business of packing, general warehousemen, godown and ice cold storage operators.

(7) To carry on all or any of the business of manufacturers, importers, exporters, merchants, wholesalers and retailers of all kinds and any yarn textile fabrics, and garments worsted stuff manufacturers, milliners, dress makers, tailors, hatters, clothiers, shirt makers, trouser makers, garment makers, glovers, lace manufacturers, dealers in leather, boot and shoe manufacturers, importers, exporters and merchants of any other articles or commodities in personal or household use and

generally all and any manufactured goods, materials, provisions and produce.

(8) To carry on all or any of the business usually carried on by land companies, land investment companies, land and building mortgage companies and building and estate companies in their several branches.

(9) To construct and maintain, or contribute to, or procure the construction and maintenance of piers, wharves, embankments, bridges, sewers, drains, ways, markets, reservoirs, walls, reading rooms and such other buildings, works and conveniences as the company may think directly or indirectly conducive to the development of any land or hereditaments, messuages, or tenements, or any estate or interest therein respectively in which it is for the time being interested.

(10) To carry on all or any of the businesses of general contractors, engineering contractors, civil engineers, site formation and plant layout advisers and consultants (whether civil, mechanical, electrical structural, chemical, aeronautical, marine or otherwise).

(11) To purchase, dispose, sell, charter, hire, accept mortgage or finance the purchase of ships and other vessels of any class, buses, taxis, hire-cars, and other motor vehicles of any class, or aircraft, as owners, agents, managers or trustees, or on the authority or on behalf of any third party.

(12) To purchase or otherwise acquire and to carry on the business or businesses of ship owners, stevedores, wharfingers, carriers, forwarding agents, storage keepers, warehousemen, ship builders, drydock keepers, marine engineers, engineers, ship keeper, boat builders,

ship and boat repairers, ship and boat outfitters, ship brokers, ship agents, salvors, wreck raisers, divers, auctioneers, valuers and assessors.

(13) To enter into, take over, negotiate or otherwise acquire, any contract or contracts for the construction, building, equipping, fitting out, storing, gearing or otherwise relating to any ship, carrier, boat, or other vessel whatsoever.

(14) To carry on the business of a transportation company by means of vehicles of whatever kind and howsoever propelled for the carriage of passengers, animals, fish, food-stuffs and goods of whatsoever kind and description.

(15) To carry on all or any of the businesses of travel agents, ticket and booking agents, charter-flight travel contractors, and to facilitate tours and travel and to arrange hotel and accommodation booking and travellers-cheque and credit-card facilities and other facilities for tourists and travellers and to engage in all aspects of the travel and tourist industry.

(16) To carry on the business of garage, service-station or filling-station proprietors, licencees or operators; or as vehicle manufacturers, assemblers, finishers or repairers; or as dealers in oil, petroleum products or motor accessories of all kinds; or as motor, mechanical or electrical engineers.

(17) To carry on all or any of the businesses of publishers, stationers, type-founders, bookbinders, printers, photographers, film-processors, cine-film producers, and cartographers and to do all things necessary or convenient for carrying out such businesses or

businesses of a character similar or analogous to the foregoing or any of them or connected herewith.

(18) To establish, found, operate, own, support, or aid in the establishment, founding, operating, owning and support of schools, colleges, institutions or other educational establishments of whatsoever kind connected with or incidental to the promotion of any form of education, learning, cultural activity, sport or past-time amongst members of the public.

(19) To carry on all or any of the businesses of proprietors or licencees of restaurants, refreshment and tea rooms, hotels, bars for the sale of liquor, clubs, dance halls, cafes and milk and snack bars, and as caterers and contractors, in all their respective branches.

(20) To carry on business as dealers in, and producers, whether as farmers, market gardeners or processors, of fish, dairy farm, and garden produce of all kinds, including milk, cream, butter, cheese, poultry, eggs, fruit and vegetables.

(21) To acquire mines, mining rights, quarries and mineral lands, timber and forestry estates and property and land of every description developed or intended to be developed for the production of raw materials, crops, animal products or agricultural products anywhere throughout the whole world and any interest or concession therein and to explore, work, exercise, develop and turn the same to account.

(22) To carry on in any part of the world all or any of businesses of financiers, capitalists, concessionaires, commercial agents, mortgage and bullion brokers, discount brokers of financial agents and advisers.

(23) Generally to carry on and undertake any business, undertaking, transaction or operation whether mercantile, commercial, industrial, financial, manufacturing, trading or otherwise as an individual capitalist may lawfully undertake and carry on.

(24) To carry on all or any of the business of manufacturers, installers, maintainers, repairers of and dealers in electrical and electronic articles, instruments, appliances and apparatus of every description, and of and in radio, television and tele-communication requisites, supplies, equipment and stores of all kinds, including condensers and resistors.

(25) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures and other negotiable or transferable instruments.

(26) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, company, society, or partnership, formed for all or any part of the purposes within the objects of this company or carrying on or possessed of property suitable to the purposes of the company and to conduct and carry on or liquidate and wind up any such business and to amalgamate with any other company having objects altogether or in part similar to those of this company.

(27) To borrow or raise and lend money, to give any guarantee for the payment of money or for the performance of any other undertaking or obligation whatsoever, to make and issue notes, bonds, debentures, obligations and evidence of indebtedness of all kinds, and generally to mortgage and charge the undertaking and all or any of the immovable and movable property, present and future,

and all or any of the uncalled capital for the time being of the company.

(28) To originate, purchase or by any other lawful means acquire and protect, prolong, renew develop and improve, throughout the world, any patents, patent rights, copy-rights, trade-marks, trade-names, processes, protections, licences and concessions concerned with inventions, exclusive or non-exclusive, or limited right to use any secret or any device, emblem, name or motto or any knowhow or any secret information and to sell, let, charge, dispose of, use and turn to account and to manufacture under or grant licences or privileges in respect of the same.

(29) To enter into any arrangements for profit-sharing with any of the directors or employees of the company or of any company in which the company may for the time being hold a share or shares (subject to the consent and approval of such company) and to grant sums by way of bonus or allowance to any such directors or employees or their dependents or connections, and to establish or support, or aid in the establishment and support of, provident and gratuity funds, associations, institutions, schools or conveniences calculated to benefit directors or employees of the company or its predecessors in business or any companies in which the company owns a share or shares or the dependents or connections of such persons, and to grant pensions and make payments towards insurance.

(30) To become a member of any partnership or a party to any lawful agreement for sharing profits or to any union of interests, agreements for reciprocal concessions, joint ventures, or co-operative or mutual trade agreements, or marketing restrictions, with any person, association,

partnership, co-partnership, firm or corporation within the objects of the company or any business capable of being conducted so as directly or indirectly to benefit this company.

(31) To sell and accept payment for the business or undertaking of the company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copy-rights, licences or authorities or any estate, rights, property, privileges or assets of any kind; whether real or personal, movable or immovable.

(32) To pay the cost, charges and expenses preliminary and incidental to the formation, establishment and registration of the company and to procure the company to be registered or recognised in any country or place outside Hong Kong.

(33) To obtain any Order of the Governor of Hong Kong or any Act or Ordinance of any Parliament or of any Legislative Assembly or Council or any Provisional or other Order of any proper authority in the world, for enabling the company to carry any of its objects into effect, or for dissolving the company and re-incorporating its members as a new company, for any of the objects specified in this Memorandum, or for effecting any modification in the company's constitution.

(34) To distribute any of the property of the company amongst the Members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(35) To carry on any other business of a similar nature or any business which may in the opinion of the Directors be conveniently carried on by the company and to carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.

(36) To do all such things as are incidental or conducive to the above objects or any of them, in any part of the world, and as principals, artisans, agents contractors, trustees, attorneys, concessionaires, factors, licencees or otherwise and as manufacturers, wholesalers, retailers, distributors or otherwise and either alone or in conjunction with others.

(37) To act as directors, general managers, managers, advisers, nominees, consultants, accountants, secretaries and registrars of companies incorporated by law or societies or organizations (whether incorporated or not) and in particular to organize, maintain, and supervise the registers of members of companies incorporated by law and to pass for transfer or transmission the transfer of shares of any such companies.

(38) To carry on, as brokers and agents, all kinds of insurance business and against every and any contingency.

AND IT IS HEREBY DECLARED that the words ''company'' and ''corporation'' in this clause when not applied to this company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Hong Kong or elsewhere and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this clause shall unless otherwise therein provided be

regarded as an independent object and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and notwithstanding the use of the words "and" and "or", shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.

Fourth:—The liability of the Members is limited.

Fifth:—The capital of the company is HK$10,000.00 divided into 10,000 shares of HK$1.00 each. Upon any increase of capital the company is to be at liberty to issue any new shares either in Hong Kong Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The rights for the time being attached to any shares having preferential, deferred, qualified, or special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with the accompanying Articles of Association but not otherwise.

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:—

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
For and on behalf of SHEEN FRIENDSHIP LIMITED AU HUNG KWAN, Director 203-206 So Hong Commercial Bldg., 41-47 Jervois Street, Sheung Wan, Hong Kong. Corporation	one
For and on behalf of TRUE FRIENDSHIP LIMITED AU HUNG KWAN, Director 203-206 So Hong Commercial Bldg., 41-47 Jervois Street, Sheung Wan, Hong Kong. Corporation	One
Total Number of Shares Taken	Two

Dated the 1st day of May, 1990.

WITNESS to the above signatures:

STELLA LUK SUI CHU
Company Secretary
203-206 So Hong Commercial Bldg.,
41-47 Jervois Street, Sheung Wan,
Hong Kong.

THE COMPANIES ORDINANCE (Chapter 32)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

WISE UNICORN INDUSTRIAL LIMITED
志麟實業有限公司

Preliminary

1. The regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Chapter 32) shall apply to the Company save in so far as they are hereby expressly excluded or modified. In case of conflict between the provisions of Table "A" and these presents, the provisions herein contained shall prevail.

2. The company is a private company and accordingly:—

(a) the right to transfer shares is restricted in manner hereinafter prescribed;

(b) the number of members of the company (exclusive of persons who are in the employment of the company and of persons who having been formerly in the employment of the company were while in such employment and have

continued after the determination of such employment to be members of the company) is limited to 50. Provided that where 2 or more persons hold one or more shares in the company jointly they shall for the purpose of this regulations be treated as a single member;

(c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;

Transfer of Shares

3. The Directors may decline to register any transfer of shares to any person without giving any reason therefor. The Directors may suspend the registration of transfers during the twenty-one days immediately preceding the Annual General Meeting in each year. The Directors may decline to register any instrument of transfer, unless (a) a fee not exceeding two dollars is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the Certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

Chairman of Directors

4. The Directors may elect a chairman of their meetings, and determine the period for which he is to hold office, and unless otherwise determined the chairman shall be elected annually. If no chairman is elected, or if at any meeting the chairman is not present within half an hour of the time appointed for holding the same, the Directors present shall choose someone of their member to be the chairman of such meeting.

5. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two. The first Directors of the Company shall be nominated in writing by the subscribers to the Memorandum of Association.

6. A Director who is about to go away from or is absent from Hong Kong may with the approval of the majority of the other Directors nominate any person to be his substitute and such substitute whilst he holds office as such shall be entitled to notice of Meetings of the Directors and to attend and vote thereat accordingly and he shall ipso facto vacate office if and when the appointor returns to Hong Kong or vacate office as a Director or removes the substitute from office and any appointment and removal under this Article shall be effected by notice in writing under the hand of or by cable from the Director making the same. A Director may appoint (subject as above provided) one of the other Directors to be his substitute who shall thereupon be entitled to exercise (in addition to his own right of voting as a Director) such appointor's rights at Meetings of the Directors.

7. At the Annual General Meeting to be held next after the adoption of these Articles and at every succeeding Annual General Meeting all Directors, except Permanent Directors if any are appointed, shall retire from office and shall be eligible for re-election.

8. A Director shall not require any qualification shares.

9. The office of a Director shall be vacated if the Director:—

(a) resigns his office by notice in writing to the Company; or

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) becomes of unsound mind.

10. (a) No Director shall be disqualified by his office from contracting with the Company, nor shall any such contract or any contract entered into by or on behalf of the Company in which

any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office, or of the fiduciary relations thereby established but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is determined on if his interest then exists, or, in any other case, at the first meeting of the Directors after the acquisition of his interest. A Director may vote in respect of any contract or arrangement in which he is interested.

(b) A Director of the Company may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or shareholder of such company.

11. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum.

12. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

13. Subject to the provisions of Article 6 hereof, the Directors shall have power at any time, and from time to time, to appoint a person as an additional Director who shall retire from office at the next following Annual General Meeting, but shall be eligible for election by the Company at that meeting as an additional Director.

14. The Company may by a special resolution remove any Director and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

15. Any Resolution of the Board of Directors in writing signed by the majority of the Directors, in whatever part of the world they may be, shall be valid and binding as a resolution of the Directors provided that notice shall have been given to all the Directors of the Company capable of being communicated with conveniently according to the last notification of address by each such Director given to the Registered Office of the Company.

16. Where any notice is required either by these Articles, by Table "A", by the Ordinance or otherwise, to be given to any Director or to any Member of the Company, such shall be valid if given by cable and where any consent, agreement, signature, notice by or authority from any Director or Member of the Company such shall be good and valid if given by cable in spite of the fact that neither the cable nor the document by which the cable is sent bears a written signature. This clause shall not apply to Special Resolutions.

Powers of Directors

17. The Directors, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance, (Chapter 32), to these Articles, and to any regulations from time to time made by the Company in General Meetings, provided that no such regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

18. Without prejudice to the general powers conferred by the preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power: —

(1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(2) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.

(3) To engage, suspend or dismiss the employees of the Company, and to fix and vary their salaries or emoluments.

(4) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(5) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(6) To make and give receipts, releases and other discharges for moneys payable to the Company, and for claims and demands of the Company.

(7) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think

fit having regard to the Company's Memorandum of Association and from time to time to vary or realise any such investment.

(8) To borrow money on behalf of the Company, and to pledge, mortgage or hypothecate any of the property of the Company.

(9) To open a current account with themselves for the Company and to advance any money to the Company with or without interest and upon such terms and conditions as they shall think fit.

(10) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purposes of the Company.

(11) To give to any Director, officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowances (either by way of a share in the general profits of the Company or otherwise) to any person introducing business to the Company or otherwise promoting or serving the interest thereof.

(12) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights and privileges of the Company.

(13) To employ, invest or otherwise deal with any Reserve Fund or Reserve Funds in such manner and for such

purposes as the Directors may think fit.

(14) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, convenants and provision as shall be agreed upon.

(15) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as they think fit.

(16) From time to time to make, vary or repeal rules and by-laws for the regulation of the business of the Company, its officers and servants.

(17) To delegate any or all of the powers herein to any Director or other person or persons as the Directors may at any time think fit.

19. Clause 81 of Table "A" shall not apply.

Seal and Cheques

20. The Seal of the Company shall be kept by the Board of Directors and shall not be used except with their authority.

21. Every document required to be sealed with the Seal of the Company shall be deemed to be properly executed if sealed with the Seal of the Company and signed by the Chairman of the

Board of Directors, or such person or persons as the Board may from time to time authorise for such purpose.

22. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, shall be made, signed, drawn, accepted and endorsed, or otherwise executed by the person or persons from time to time authorised by a resolution of the Board of Directors.

General Meetings

23. For all purposes, the quorum for all general meetings shall be two members personally present and holding either in his own right or by proxy at least fifty-one per cent of the paid-up capital of the Company, and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

24. A resolution in writing signed by all the shareholders shall be as valid and effectual as a resolution passed at a general meeting duly convened and held.

Votes of Members

25. All voting of members in respect of any matter or matters shall be by poll and every member present in person or by proxy shall have one vote for each share of which he is the holder.

Divisions of Profits

26. The net profits of the Company in each year shall be applied in or towards the formation of such reserve fund or funds and in or towards the payment of such dividends and bonuses as the Directors subject to the approval of the Company in General Meeting may direct.

27. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

28. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

29. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or for other moneys payable in respect of such share.

30. The Directors may retain any dividends payable on shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

31. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for benefit for the Company until claimed.

Miscellaneous

32. The Secretary of the Company shall be Sheen Friendship Limited who may resign from this office upon giving notice to Company of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

33. Any notice required to be given to the shareholders under these Articles may be in the Chinese or English language or both.

Names, Addresses and Descriptions of Subscribers
For and on behalf of SHEEN FRIENDSHIP LIMITED AU HUNG KWAN, Director 203-206 So Hong Commercial Bldg., 41-47 Jervois Street, Sheung Wan, Hong Kong. Corporation
For and on behalf of TRUE FRIENDSHIP LIMITED AU HUNG KWAN, Director 203-206 So Hong Commercial Bldg., 41-47 Jervois Street, Sheung Wan, Hong Kong. Corporation

Dated the 1st day of May, 1990.

WITNESS to the above signatures:

STELLA LUK SUI CHU
Company Secretary
203-206 So Hong Commercial Bldg.,
41-47 Jervois Street, Sheung Wan,
Hong Kong.

志麟實業有限公司
WISE UNICORN INDUSTRIAL LIMITED

[incorporated in Hong Kong with limited liability]

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2016

TOGETHER WITH DIRECTORS' REPORT AND INDEPENDENT AUDITOR'S REPORT

[Expressed in Hong Kong Dollars ("HK$")]

WISE UNICORN INDUSTRIAL LIMITED

REPORT OF THE DIRECTORS

The directors present herewith their report and the audited financial statements for the year ended 31 December 2016.

PRINCIPAL ACTIVITIES

The Company is engaged in trading of poly resin, pewter figurines and porcelain and providing services to customers.

STATE OF AFFAIRS AND APPROPRIATION

The state of affairs of the Company as at 31 December 2016 are set out on pages 7 to 14 in the financial statements.

The directors do not recommend the payment of a dividend. The movements in the reserves of the Company during the period are set out in Note 10 to the financial statements.

BUSINESS REVIEW

The Company falls within reporting exemption for the financial period. Accordingly, the Company is exempted from preparing a business review.

SHARE CAPITAL

There were no movements during the year.

DIRECTORS

The directors who held office during the financial year and up to the date of this report were:

Ms. Kao You Fen, Yvonne
Ms. Kao Shou Bin

In accordance with article 7 of the Company's Articles of Association, both directors retire and, being eligible, offer themselves for re-election.

PERMITTED INDEMNITY PROVISIONS

At no time during the year and up to the date of this report were there any permitted indemnity provisions in force for the benefit of one or more directors of the Company.

MANAGEMENT CONTRACTS

No contracts concerning the management and administration of the whole or any substantial part of the business of the Company were entered into or existed during the year.

WISE UNICORN INDUSTRIAL LIMITED

REPORT OF THE DIRECTORS (Continued)

AUDITOR

The financial statements have been audited by **K. Y. Ng & Company Limited**, certified public accountants, who retire and offer themselves for re-appointment.

On behalf of the Board

Ms. Kao You Fen, Yvonne
Chairman

Hong Kong, 23 JUN 2017

潔瑤會計師事務所有限公司
Y. NG & COMPANY LIMITED
Certified Public Accountants
Director: Ng Kit Yiu Yolanda FCPA (practising) FHKICPA, FCCA | Kan Ping Kee Donny FCPA (practising) FHKICPA, FCCA | Leung Siu Fai Terry CPA (practising) HKICPA, FCCA | Lam Yue Lung Paul CPA (practising) HKICPA, FTIHK

Units A & B, 15/F., Neich Tower,
128 Gloucester Road, Wanchai, Hong Kong.
香港灣仔告士打道128號祥豐大廈15樓A-B室
Tel : (852) 28386085
Fax: (852) 28336261
Website: www.kyng.com.hk

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED
(incorporated in Hong Kong with limited liability)

Opinion

We have audited the financial statements of Wise Unicorn Industrial Limited ("the Company") set out on pages 6 to 14, which comprise the statement of financial position as at 31 December 2016, and the income statement for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements of the Company are prepared, in all material respects, in accordance with the Hong Kong Small and Medium-sized Entity Financial Reporting Standard ("SME-FRS") issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA") and have been properly prepared in compliance with the Hong Kong Companies Ordinance.

Basis for Opinion

We conducted our audit in accordance with Hong Kong Standards on Auditing ("HKSAs") and with reference to Practice Note 900 (Revised), Audit of Financial Statements Prepared in Accordance with the Small and Medium-sized Entity Financial Reporting Standard issued by the HKICPA. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the HKICPA's Code of Ethics for Professional Accountants ("the Code"), and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

The directors are responsible for the other information. The other information comprises the information included in the annual report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

[illegible]瑤會計師事務所有限公司
[illegible] NG & COMPANY LIMITED
[illegible]fied Public Accountants
[illegible] Ng Kit Yiu Yolanda FCPA (practising) FHKICPA, FCCA
Kan Ping Kee Donny FCPA (practising) FHKICPA, FCCA
Leung Siu Fai Terry CPA (practising) HKICPA, FCCA
Lam Yue Lung Paul CPA (practising) HKICPA, FTIHK

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Fax: (852) 28336261
Website: www.kyng.com.hk

INDEPENDENT AUDITOR'S REPORT (Continued)

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED
(incorporated in Hong Kong with limited liability)

Other Information (continued)

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Directors for the Financial Statements

The directors are responsible for the preparation of the financial statements in accordance with the SME-FRS issued by the HKICPA and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

The directors are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. This report is made solely to you, as a body, in accordance with section 405 of the Hong Kong Companies Ordinance, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with HKSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

瑤會計師事務所有限公司
. NG & COMPANY LIMITED
fied Public Accountants
: Ng Kit Yiu Yolanda FCPA (practising) FHKICPA, FCCA | Kan Ping Kee Donny FCPA (practising) FHKICPA, FCCA | Leung Siu Fai Terry CPA (practising) HKICPA, FCCA | Lam Yue Lung Paul CPA (practising) HKICPA, FTIHK

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128 Gloucester Road, Wanchai, Hong Kong.
香港灣仔告士打道128號祥豐大廈15樓A-B室
Tel : (852) 28386085
Fax: (852) 28336261
Website: www.kyng.com.hk

INDEPENDENT AUDITOR'S REPORT (Continued)

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED
(incorporated in Hong Kong with limited liability)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

As part of an audit in accordance with HKSAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.

- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Leung Siu Fai, Auditor
Practising certificate number : P2737

K.Y. Ng & Company Limited
Certified Public Accountants

Hong Kong, 23 JUN 2017

WISE UNICORN INDUSTRIAL LIMITED

INCOME STATEMENT

FOR THE YEAR ENDED 31 DECEMBER 2016

	Note	2016 HK$	2015 HK$
Revenue	3	57,792,538	55,347,937
Cost of sales		(51,256,450)	(48,442,240)
Gross profit		6,536,088	6,905,697
Other income	3	643,420	924,465
Selling and distribution costs		(1,361,886)	(1,619,217)
Administrative expenses		(4,810,532)	(4,887,365)
Profit before taxation	4	1,007,090	1,323,580
Taxation	6	(176,107)	(209,542)
Profit for the year		830,983	1,114,038

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

WISE UNICORN INDUSTRIAL LIMITED

STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2016

	Note	2016	2015
		HK$	HK$
ASSETS			
Non-current assets			
Property, plant and equipment	7	558,675	786,042
Current assets			
Trade and other receivables		4,528,467	2,910,063
Amounts due from related companies	8	16,731,342	10,116,993
Tax recoverable		53,435	-
Cash and bank balances		9,987,953	11,391,452
		31,301,197	24,418,508
Current liabilities			
Trade and other payables		14,426,531	8,690,762
Amount due to a director	9	1,775,615	1,076,063
Amount due to a related company	9	-	543,109
Provision for taxation		-	67,873
		16,202,146	10,377,807
Net current assets		15,099,051	14,040,701
NET ASSETS		15,657,726	14,826,743
CAPITAL AND RESERVES			
Share capital			
Issued and fully paid: 1,000,000 ordinary shares	10	10,000,000	10,000,000
Retained earnings	10	5,657,726	4,826,743
TOTAL EQUITY		15,657,726	14,826,743

Approved and authorised for issue by the Board of Directors on 23 JUN 2017

Ms. Kao You Fen, Yvonne
Director

Ms. Kao Shou Bin
Director

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

1. REPORTING ENTITY

Wise Unicorn Industrial Limited (the "Company") is a company incorporated in Hong Kong with limited liability. The Company's registered office is located at Unit 403A, 4/F., Skyway House, No.3 Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong. The Company is engaged in trading of poly resin, pewter figurines and porcelain and providing services to customers.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES

The Company qualifies for the reporting exemption as a small private company under section 359(1)(a) of the Hong Kong Companies Ordinance (Cap. 622) and is therefore entitled to prepare and present its financial statements in accordance with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants.

These financial statements comply with the SME-FRS and have been prepared under the accrual basis of accounting and on the basis that the company is a going concern.

The measurement base adopted is the historical cost convention.

The following are the specific accounting policies that are necessary for a proper understanding of the financial statements:

(a) Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

The depreciable amount of an item of property, plant and equipment is allocated on a systematic basis over its estimated useful life using the straight-line method. The principal annual rates used for depreciation are as follows:

Leasehold improvements	: 25% p.a.
Furniture and equipment	: 20% p.a.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

(b) Impairment of assets

An assessment is made at each balance sheet date to determine whether there is any indication of impairment or reversal of previous impairment, including items of property, plant and equipment. In the event that an asset's carrying amount exceeds its recoverable amount, the carrying amount is reduced to recoverable amount and an impairment loss is recognised in the income statement. A previously recognised impairment loss is reversed only if there has been a change in the estimates used to determine the recoverable amount, however not to an amount higher than the carrying amount that would have been determined (net of amortisation or depreciation), had no impairment losses been recognised for the asset in prior years.

(c) Foreign exchange

The reporting currency of the Company is Hong Kong Dollars, which is the currency of the primary economic environment in which the Company operates.

Foreign currency transactions are converted at the exchange rate applicable at the transaction date. Foreign currency monetary items are translated into Hong Kong Dollars using exchange rates applicable at the end of the reporting period. Gains and losses on foreign exchange are recognised in the income statement.

(d) Leases

Leases where substantially all the risks and rewards of ownership of assets are not transferred to the lessee are accounted for as operating leases. Annual rents applicable to such operating leases are charged to the income statement on a straight-line basis over the lease term.

(e) Taxation

Income tax expense represents current tax expense. The income tax payable represents the amounts expected to be paid to the taxation authority, using the tax rates (and tax laws) that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is not provided.

(f) Trade and other receivable

Trade and other receivables are stated at estimated realisable value after each debt has been considered individually. Where the payment of a debt becomes doubtful a provision is made and charged to the income statement.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

(g) Revenue

Revenue is recognised when it is probable that the economic benefits will flow to the Company and when the revenue can be measured reliably, on the following bases:

(i) sale of goods is recognised when the goods are delivered and the risks and rewards of ownership have passed to the customer; and

(ii) interest income is recognised on a time proportion basis taking into account the principal outstanding and the interest applicable.

(h) Related parties

For the purposes of these financial statements, a party is considered to be related to the Company if:

(i) the party has the ability, directly or indirectly through one or more intermediaries, to control the Company or exercise significant influence over the Company in making financial and operating policy decisions, or has joint control over the Company;

(ii) the Company and the party are subject to common control;

(iii) the party is an associate of the Company or a joint venture in which the Company is a venturer;

(iv) the party is a member of key management personnel of the Company or the Company's parent, or a close family member of such an individual, or is an entity under the control, joint control or significant influence of such individuals;

(v) the party is a close family member of a party referred to in (i) or is an entity under the control, joint control or significant influence of such individuals; or

(vi) the party is a post-employment benefit plan which is for the benefit of employees of the Company or of any entity that is a related party of the Company.

Close family members of an individual are those family members who may be expected to influence, or be influenced by, that individual in their dealings with the entity.

3. REVENUE AND OTHER INCOME

An analysis of the Company's revenue and other income is as follows:

	2016 HK$	2015 HK$
Revenue		
Sales of goods	57,792,538	55,347,937
Other income		
Bank interest income	116	110
Handling fee received	66,130	56,016
Sample income	67,524	69,562
Sundry income	509,650	798,777
	643,420	924,465
Total	58,435,958	56,272,402

4. PROFIT BEFORE TAXATION

	2016 HK$	2015 HK$
Profit before taxation is arrived at after charging:		
Auditor's remuneration	17,000	17,000
Depreciation	286,352	277,608
Loss on exchanges	49,569	32,254
Operating lease in respect of land and buildings	704,832	820,572
Staff costs (excluding directors' remuneration - Note 5)		
- Salaries and allowances	2,741,610	2,698,704
- Staff messing	53,452	45,415
- Staff quarter expenses	40,639	31,009
- Mandatory provident fund contributions	107,931	105,785

5. DIRECTORS' REMUNERATION

No directors' fees or other emoluments were paid or accrued to any director during the years ended 31 December 2016 and 2015.

6. TAXATION

Hong Kong profits tax has been provided at the rate of 16.5% (2015: 16.5%) on the estimated assessable profits arising in Hong Kong during the year.

	2016	2015
	HK$	HK$
Tax charge for the year	176,107	209,542

7. PROPERTY, PLANT AND EQUIPMENT

	Leasehold improvements	Furniture and equipment	Total
	HK$	HK$	HK$
Cost:			
At 1 January 2016	498,794	1,036,866	1,535,660
Additions	-	58,985	58,985
At 31 December 2016	498,794	1,095,851	1,594,645
Accumulated depreciation and impairment losses:			
At 1 January 2016	124,699	624,919	749,618
Charge for the year	124,699	161,653	286,352
At 31 December 2016	249,398	786,572	1,035,970
Net carrying amount:			
At 31 December 2016	249,396	309,279	558,675
At 31 December 2015	374,095	411,947	786,042

8. LOANS TO OFFICERS

Pursuant to section 383(1)(d) of the Hong Kong Companies Ordinance and Part 3 of the Companies (Disclosure of Information about Benefits of Directors) Regulation, particulars of amount due from a director is as follow:

Name of borrower	Connected with / Position	Maximum amount outstanding during the year HK$	Balance at 31 Dec 2016 HK$	Balance at 31 Dec 2015 HK$
Myths & Legends Fine Arts Limited	Ms. Kao You Fen, Yvonne	14,254,019	14,254,019	10,116,993
Veronese Design Company Limited	Ms. Kao You Fen, Yvonne	4,556,826	2,441,234	Cr. Balance

9. AMOUNT DUE TO A DIRECTOR / A RELATED COMPANY

The amount due is in form of current account which is interest free, unsecured and has no fixed terms of repayment.

10. CHANGES IN EQUITY

	Share capital HK$	Retained earnings HK$	Total HK$
Balance as at 31 December 2015	10,000,000	4,826,743	14,826,743
Profit for the year ended 31 December 2016	-	830,983	830,983
Balance as at 31 December 2016	10,000,000	5,657,726	15,657,726

11. COMMITMENTS UNDER OPERATING LEASES

The Company had the following total future minimum lease payments payable under non-cancellable operating leases:

	2016	2015
	HK$	HK$
Not later than one year	646,096	704,832
Later than one year	-	646,096
	646,096	1,350,928

12. RELATED PARTY TRANSACTIONS

(a) During the year, the Company had the following material transactions with its related parties:

Related party	Nature of transaction	2016 HK$	2015 HK$
Related company	Purchases	46,900,482	43,867,739

The above transactions were determined on agreed-upon basis.

In the opinion of the directors, these transactions were undertaken in the normal and ordinary course of business.

(b) Details of balances of the amounts due from / (to) related parties are as follows:

	2016	2015
	HK$	HK$
Amounts due from related companies	16,731,342	10,116,993
Amount due to a director	(1,775,615)	(1,076,063)
Amounts due to related company	-	(543,109)

- End of Notes -

WISE UNICORN INDUSTRIAL LIMITED

STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2016

	Note	2016 HK$	2015 HK$
ASSETS			
Non-current assets			
Property, plant and equipment	7	558,675	786,042
Current assets			
Trade and other receivables		4,528,467	2,910,063
Amounts due from related companies	8	16,731,342	10,116,993
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Current liabilities			
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Amount due to a related company	9	-	543,109
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NET ASSETS		15,657,726	14,826,743
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Retained earnings	10	5,657,726	4,826,743
TOTAL EQUITY		15,657,726	14,826,743

Approved and authorised for issue by the Board of Directors on 23 JUN 2017

Ms. Kao You Fen, Yvonne
Director

Ms. Kao Shou Bin
Director

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

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2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

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(iii) the party is an associate of the Company or a joint venture in which the Company is a venturer;

(iv) the party is a member of key management personnel of the Company or the Company's parent, or a close family member of such an individual, or is an entity under the control, joint control or significant influence of such individuals;

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9. AMOUNT DUE TO A DIRECTOR / A RELATED COMPANY

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10. CHANGES IN EQUITY

	Share capital	Retained earnings	Total
	HK$	HK$	HK$
Balance as at 31 December 2015	10,000,000	4,826,743	14,826,743
Profit for the year ended 31 December 2016	-	830,983	830,983
Balance as at 31 December 2016	10,000,000	5,657,726	15,657,726

11. COMMITMENTS UNDER OPERATING LEASES

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	646,096	1,350,928

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In the opinion of the directors, these transactions were undertaken in the normal and ordinary course of business.

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Amounts due from related companies	16,731,342	10,116,993
Amount due to a director	(1,775,615)	(1,076,063)
Amounts due to related company	-	(543,109)

- End of Notes -

志麟實業有限公司
WISE UNICORN INDUSTRIAL LIMITED

[incorporated in Hong Kong with limited liability]

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2016

TOGETHER WITH DIRECTORS' REPORT AND INDEPENDENT AUDITOR'S REPORT

[Expressed in Hong Kong Dollars ("HK$")]

WISE UNICORN INDUSTRIAL LIMITED

REPORT OF THE DIRECTORS

The directors present herewith their report and the audited financial statements for the year ended 31 December 2016.

PRINCIPAL ACTIVITIES

The Company is engaged in trading of poly resin, pewter figurines and porcelain and providing services to customers.

STATE OF AFFAIRS AND APPROPRIATION

The state of affairs of the Company as at 31 December 2016 are set out on pages 7 to 14 in the financial statements.

The directors do not recommend the payment of a dividend. The movements in the reserves of the Company during the period are set out in Note 10 to the financial statements.

BUSINESS REVIEW

The Company falls within reporting exemption for the financial period. Accordingly, the Company is exempted from preparing a business review.

SHARE CAPITAL

There were no movements during the year.

DIRECTORS

The directors who held office during the financial year and up to the date of this report were:

Ms. Kao You Fen, Yvonne
Ms. Kao Shou Bin

In accordance with article 7 of the Company's Articles of Association, both directors retire and, being eligible, offer themselves for re-election.

PERMITTED INDEMNITY PROVISIONS

At no time during the year and up to the date of this report were there any permitted indemnity provisions in force for the benefit of one or more directors of the Company.

MANAGEMENT CONTRACTS

No contracts concerning the management and administration of the whole or any substantial part of the business of the Company were entered into or existed during the year.

WISE UNICORN INDUSTRIAL LIMITED

REPORT OF THE DIRECTORS (Continued)

AUDITOR

The financial statements have been audited by **K. Y. Ng & Company Limited**, certified public accountants, who retire and offer themselves for re-appointment.

On behalf of the Board

Ms. Kao You Fen, Yvonne
Chairman

Hong Kong, 23 JUN 2017

潔瑤會計師事務所有限公司
Y. NG & COMPANY LIMITED
Certified Public Accountants
Director: Ng Kit Yiu Yolanda FCPA (practising) FHKICPA, FCCA | Kan Ping Kee Donny FCPA (practising) FHKICPA, FCCA | Leung Siu Fai Terry CPA (practising) HKICPA, FCCA | Lam Yue Lung Paul CPA (practising) HKICPA, FTIHK

Units A & B, 15/F., Neich Tower,
128 Gloucester Road, Wanchai, Hong Kong.
香港灣仔告士打道128號祥豐大廈15樓A-B室
Tel : (852) 28386085
Fax: (852) 28336261
Website: www.kyng.com.hk

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED
(incorporated in Hong Kong with limited liability)

Opinion

We have audited the financial statements of Wise Unicorn Industrial Limited ("the Company") set out on pages 6 to 14, which comprise the statement of financial position as at 31 December 2016, and the income statement for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements of the Company are prepared, in all material respects, in accordance with the Hong Kong Small and Medium-sized Entity Financial Reporting Standard ("SME-FRS") issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA") and have been properly prepared in compliance with the Hong Kong Companies Ordinance.

Basis for Opinion

We conducted our audit in accordance with Hong Kong Standards on Auditing ("HKSAs") and with reference to Practice Note 900 (Revised), Audit of Financial Statements Prepared in Accordance with the Small and Medium-sized Entity Financial Reporting Standard issued by the HKICPA. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the HKICPA's Code of Ethics for Professional Accountants ("the Code"), and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

The directors are responsible for the other information. The other information comprises the information included in the annual report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

嘉瑤會計師事務所有限公司
K. NG & COMPANY LIMITED
Certified Public Accountants
Director: Ng Kit Yiu Yolanda FCPA (practising) FHKICPA, FCCA
Kan Ping Kee Donny FCPA (practising) FHKICPA, FCCA
Leung Siu Fai Terry CPA (practising) HKICPA, FCCA
Lam Yue Lung Paul CPA (practising) HKICPA, FTIHK

Units A & B, 15/F., Neich Tower,
128 Gloucester Road, Wanchai, Hong Kong.
香港灣仔告士打道128號祥豐大廈15樓A-B室
Tel : (852) 28386085
Fax: (852) 28336261
Website: www.kyng.com.hk

INDEPENDENT AUDITOR'S REPORT (Continued)

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED
(incorporated in Hong Kong with limited liability)

Other Information (continued)

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Directors for the Financial Statements

The directors are responsible for the preparation of the financial statements in accordance with the SME-FRS issued by the HKICPA and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

The directors are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. This report is made solely to you, as a body, in accordance with section 405 of the Hong Kong Companies Ordinance, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with HKSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

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INDEPENDENT AUDITOR'S REPORT (Continued)

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED
(incorporated in Hong Kong with limited liability)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

As part of an audit in accordance with HKSAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.

- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Leung Siu Fai, Auditor
Practising certificate number : P2737

K.Y. Ng & Company Limited
Certified Public Accountants

Hong Kong, 23 JUN 2017

WISE UNICORN INDUSTRIAL LIMITED

INCOME STATEMENT

FOR THE YEAR ENDED 31 DECEMBER 2016

	Note	2016 HK$	2015 HK$
Revenue	3	57,792,538	55,347,937
Cost of sales		(51,256,450)	(48,442,240)
Gross profit		6,536,088	6,905,697
Other income	3	643,420	924,465
Selling and distribution costs		(1,361,886)	(1,619,217)
Administrative expenses		(4,810,532)	(4,887,365)
Profit before taxation	4	1,007,090	1,323,580
Taxation	6	(176,107)	(209,542)
Profit for the year		830,983	1,114,038

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

WISE UNICORN INDUSTRIAL LIMITED

STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2016

	Note	2016	2015
		HK$	HK$
ASSETS			
Non-current assets			
Property, plant and equipment	7	558,675	786,042
Current assets			
Trade and other receivables		4,528,467	2,910,063
Amounts due from related companies	8	16,731,342	10,116,993
Tax recoverable		53,435	-
Cash and bank balances		9,987,953	11,391,452
		31,301,197	24,418,508
Current liabilities			
Trade and other payables		14,426,531	8,690,762
Amount due to a director	9	1,775,615	1,076,063
Amount due to a related company	9	-	543,109
Provision for taxation		-	67,873
		16,202,146	10,377,807
Net current assets		15,099,051	14,040,701
NET ASSETS		15,657,726	14,826,743
CAPITAL AND RESERVES			
Share capital			
Issued and fully paid: 1,000,000 ordinary shares	10	10,000,000	10,000,000
Retained earnings	10	5,657,726	4,826,743
TOTAL EQUITY		15,657,726	14,826,743

Approved and authorised for issue by the Board of Directors on 23 JUN 2017

Ms. Kao You Fen, Yvonne
Director

Ms. Kao Shou Bin
Director

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

1. REPORTING ENTITY

Wise Unicorn Industrial Limited (the "Company") is a company incorporated in Hong Kong with limited liability. The Company's registered office is located at Unit 403A, 4/F., Skyway House, No.3 Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong. The Company is engaged in trading of poly resin, pewter figurines and porcelain and providing services to customers.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES

The Company qualifies for the reporting exemption as a small private company under section 359(1)(a) of the Hong Kong Companies Ordinance (Cap. 622) and is therefore entitled to prepare and present its financial statements in accordance with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants.

These financial statements comply with the SME-FRS and have been prepared under the accrual basis of accounting and on the basis that the company is a going concern.

The measurement base adopted is the historical cost convention.

The following are the specific accounting policies that are necessary for a proper understanding of the financial statements:

(a) Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

The depreciable amount of an item of property, plant and equipment is allocated on a systematic basis over its estimated useful life using the straight-line method. The principal annual rates used for depreciation are as follows:

Leasehold improvements	: 25% p.a.
Furniture and equipment	: 20% p.a.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

(b) Impairment of assets

An assessment is made at each balance sheet date to determine whether there is any indication of impairment or reversal of previous impairment, including items of property, plant and equipment. In the event that an asset's carrying amount exceeds its recoverable amount, the carrying amount is reduced to recoverable amount and an impairment loss is recognised in the income statement. A previously recognised impairment loss is reversed only if there has been a change in the estimates used to determine the recoverable amount, however not to an amount higher than the carrying amount that would have been determined (net of amortisation or depreciation), had no impairment losses been recognised for the asset in prior years.

(c) Foreign exchange

The reporting currency of the Company is Hong Kong Dollars, which is the currency of the primary economic environment in which the Company operates.

Foreign currency transactions are converted at the exchange rate applicable at the transaction date. Foreign currency monetary items are translated into Hong Kong Dollars using exchange rates applicable at the end of the reporting period. Gains and losses on foreign exchange are recognised in the income statement.

(d) Leases

Leases where substantially all the risks and rewards of ownership of assets are not transferred to the lessee are accounted for as operating leases. Annual rents applicable to such operating leases are charged to the income statement on a straight-line basis over the lease term.

(e) Taxation

Income tax expense represents current tax expense. The income tax payable represents the amounts expected to be paid to the taxation authority, using the tax rates (and tax laws) that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is not provided.

(f) Trade and other receivable

Trade and other receivables are stated at estimated realisable value after each debt has been considered individually. Where the payment of a debt becomes doubtful a provision is made and charged to the income statement.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

(g) Revenue

Revenue is recognised when it is probable that the economic benefits will flow to the Company and when the revenue can be measured reliably, on the following bases:

(i) sale of goods is recognised when the goods are delivered and the risks and rewards of ownership have passed to the customer; and

(ii) interest income is recognised on a time proportion basis taking into account the principal outstanding and the interest applicable.

(h) Related parties

For the purposes of these financial statements, a party is considered to be related to the Company if:

(i) the party has the ability, directly or indirectly through one or more intermediaries, to control the Company or exercise significant influence over the Company in making financial and operating policy decisions, or has joint control over the Company;

(ii) the Company and the party are subject to common control;

(iii) the party is an associate of the Company or a joint venture in which the Company is a venturer;

(iv) the party is a member of key management personnel of the Company or the Company's parent, or a close family member of such an individual, or is an entity under the control, joint control or significant influence of such individuals;

(v) the party is a close family member of a party referred to in (i) or is an entity under the control, joint control or significant influence of such individuals; or

(vi) the party is a post-employment benefit plan which is for the benefit of employees of the Company or of any entity that is a related party of the Company.

Close family members of an individual are those family members who may be expected to influence, or be influenced by, that individual in their dealings with the entity.

3. REVENUE AND OTHER INCOME

An analysis of the Company's revenue and other income is as follows:

	2016 HK$	2015 HK$
Revenue		
Sales of goods	57,792,538	55,347,937
Other income		
Bank interest income	116	110
Handling fee received	66,130	56,016
Sample income	67,524	69,562
Sundry income	509,650	798,777
	643,420	924,465
Total	58,435,958	56,272,402

4. PROFIT BEFORE TAXATION

	2016 HK$	2015 HK$
Profit before taxation is arrived at after charging:		
Auditor's remuneration	17,000	17,000
Depreciation	286,352	277,608
Loss on exchanges	49,569	32,254
Operating lease in respect of land and buildings	704,832	820,572
Staff costs (excluding directors' remuneration - Note 5)		
- Salaries and allowances	2,741,610	2,698,704
- Staff messing	53,452	45,415
- Staff quarter expenses	40,639	31,009
- Mandatory provident fund contributions	107,931	105,785

5. DIRECTORS' REMUNERATION

No directors' fees or other emoluments were paid or accrued to any director during the years ended 31 December 2016 and 2015.

6. TAXATION

Hong Kong profits tax has been provided at the rate of 16.5% (2015: 16.5%) on the estimated assessable profits arising in Hong Kong during the year.

	2016	2015
	HK$	HK$
Tax charge for the year	176,107	209,542

7. PROPERTY, PLANT AND EQUIPMENT

	Leasehold improvements	Furniture and equipment	Total
	HK$	HK$	HK$
Cost:			
At 1 January 2016	498,794	1,036,866	1,535,660
Additions	-	58,985	58,985
At 31 December 2016	498,794	1,095,851	1,594,645
Accumulated depreciation and impairment losses:			
At 1 January 2016	124,699	624,919	749,618
Charge for the year	124,699	161,653	286,352
At 31 December 2016	249,398	786,572	1,035,970
Net carrying amount:			
At 31 December 2016	249,396	309,279	558,675
At 31 December 2015	374,095	411,947	786,042

8. LOANS TO OFFICERS

Pursuant to section 383(1)(d) of the Hong Kong Companies Ordinance and Part 3 of the Companies (Disclosure of Information about Benefits of Directors) Regulation, particulars of amount due from a director is as follow:

Name of borrower	Connected with / Position	Maximum amount outstanding during the year HK$	Balance at 31 Dec 2016 HK$	Balance at 31 Dec 2015 HK$
Myths & Legends Fine Arts Limited	Ms. Kao You Fen, Yvonne	14,254,019	14,254,019	10,116,993
Veronese Design Company Limited	Ms. Kao You Fen, Yvonne	4,556,826	2,441,234	Cr. Balance

9. AMOUNT DUE TO A DIRECTOR / A RELATED COMPANY

The amount due is in form of current account which is interest free, unsecured and has no fixed terms of repayment.

10. CHANGES IN EQUITY

	Share capital HK$	Retained earnings HK$	Total HK$
Balance as at 31 December 2015	10,000,000	4,826,743	14,826,743
Profit for the year ended 31 December 2016	-	830,983	830,983
Balance as at 31 December 2016	10,000,000	5,657,726	15,657,726

11. COMMITMENTS UNDER OPERATING LEASES

The Company had the following total future minimum lease payments payable under non-cancellable operating leases:

	2016	2015
	HK$	HK$
Not later than one year	646,096	704,832
Later than one year	-	646,096
	646,096	1,350,928

12. RELATED PARTY TRANSACTIONS

(a) During the year, the Company had the following material transactions with its related parties:

Related party	Nature of transaction	2016 HK$	2015 HK$
Related company	Purchases	46,900,482	43,867,739

The above transactions were determined on agreed-upon basis.

In the opinion of the directors, these transactions were undertaken in the normal and ordinary course of business.

(b) Details of balances of the amounts due from / (to) related parties are as follows:

	2016	2015
	HK$	HK$
Amounts due from related companies	16,731,342	10,116,993
Amount due to a director	(1,775,615)	(1,076,063)
Amounts due to related company	-	(543,109)

- End of Notes -

WISE UNICORN INDUSTRIAL LIMITED

STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2016

	Note	2016	2015
		HK$	HK$
ASSETS			
Non-current assets			
Property, plant and equipment	7	558,675	786,042
Current assets			
Trade and other receivables		4,528,467	2,910,063
Amounts due from related companies	8	16,731,342	10,116,993
Tax recoverable		53,435	-
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Amount due to a related company	9	-	543,109
Provision for taxation		-	67,873
		16,202,146	10,377,807
Net current assets		15,099,051	14,040,701
NET ASSETS		15,657,726	14,826,743
CAPITAL AND RESERVES			
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Issued and fully paid: 1,000,000 ordinary shares	10	10,000,000	10,000,000
Retained earnings	10	5,657,726	4,826,743
TOTAL EQUITY		15,657,726	14,826,743

Approved and authorised for issue by the Board of Directors on 23 JUN 2017

Ms. Kao You Fen, Yvonne
Director

Ms. Kao Shou Bin
Director

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

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2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

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(iii) the party is an associate of the Company or a joint venture in which the Company is a venturer;

(iv) the party is a member of key management personnel of the Company or the Company's parent, or a close family member of such an individual, or is an entity under the control, joint control or significant influence of such individuals;

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10. CHANGES IN EQUITY

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Balance as at 31 December 2015	10,000,000	4,826,743	14,826,743
Profit for the year ended 31 December 2016	-	830,983	830,983
Balance as at 31 December 2016	10,000,000	5,657,726	15,657,726

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	646,096	1,350,928

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In the opinion of the directors, these transactions were undertaken in the normal and ordinary course of business.

(b) Details of balances of the amounts due from / (to) related parties are as follows:

	2016 HK$	2015 HK$
Amounts due from related companies	16,731,342	10,116,993
Amount due to a director	(1,775,615)	(1,076,063)
Amounts due to related company	-	(543,109)

- End of Notes -

志麟實業有限公司

WISE UNICORN INDUSTRIAL LIMITED

[incorporated in Hong Kong with limited liability]

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2015

TOGETHER WITH DIRECTORS' REPORT AND INDEPENDENT AUDITOR'S REPORT

[Expressed in Hong Kong Dollars ("HK$")]

WISE UNICORN INDUSTRIAL LIMITED

REPORT OF THE DIRECTORS

The directors present herewith their report and the audited financial statements for the year ended 31 December 2015.

PRINCIPAL ACTIVITIES

The Company is engaged in trading of poly resin, pewter figurines and porcelain and providing services to customers.

STATE OF AFFAIRS AND APPROPRIATION

The state of affairs of the Company as at 31 December 2015 are set out on pages 6 to 13 in the financial statements.

The directors do not recommend the payment of a dividend. The movements in the reserves of the Company during the period are set out in Note 10 to the financial statements.

BUSINESS REVIEW

The Company falls within reporting exemption for the financial period. Accordingly, the Company is exempted from preparing a business review.

SHARE CAPITAL

There were no movements during the year.

DIRECTORS

The directors who held office during the financial year and up to the date of this report were:

Ms. Kao You Fen, Yvonne
Ms. Kao Shou Bin

In accordance with article 7 of the Company's Articles of Association, both directors retire and, being eligible, offer themselves for re-election.

PERMITTED INDEMNITY PROVISIONS

At no time during the period and up to the date of this report were there any permitted indemnity provisions in force for the benefit of one or more directors of the Company.

MANAGEMENT CONTRACTS

No contracts concerning the management and administration of the whole or any substantial part of the business of the Company were entered into or existed during the year.

AUDITOR

The financial statements have been audited by **K. Y. Ng & Company Limited**, certified public accountants, who retire and offer themselves for re-appointment.

On behalf of the Board

Ms. Kao You Fen, Yvonne
Chairman

Hong Kong, 13 JUL 2016

潔瑤會計師事務所有限公司
Y. NG & COMPANY LIMITED
tified Public Accountants

tor: Ng Kit Yiu Yolanda FCPA (practising) FHKICPA, FCCA
Kan Ping Kee Donny FCPA (practising) FHKICPA, FCCA
Leung Siu Fai Terry CPA (practising) HKICPA, FCCA
Lam Yue Lung Paul CPA (practising) HKICPA, FTIHK

Units A & B, 15/F., Neich Tower,
128 Gloucester Road, Wanchai, Hong Kong.
香港灣仔告士打道128號祥豐大廈15樓A-B室
Tel : (852) 28386085
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Website: www.kyng.com.hk

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED

(incorporated in Hong Kong with limited liability)

Report on the Financial Statements

We have audited the financial statements of Wise Unicron Industrial Limited ("the Company") set out on pages 5 to 13, which comprise the statement of financial position as at 31 December 2015, and the income statement for the year ended 31 December 2015, and a summary of significant accounting policies and other explanatory notes.

Directors' Responsibility For The Financial Statements

The directors are responsible for the preparation of financial statements in accordance with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. The report is made solely to you, as a body, in accordance with section 405 of the Hong Kong Companies Ordinance, and for no other purpose. We conducted our audit in accordance with Hong Kong Standards on Auditing and with reference to Practice Note 900 (Revised) "Audit of Financial Statements Prepared in Accordance with the Small and Medium-sized Entity Financial Reporting Standard" issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors, as well as evaluating the overall presentation of the financial statements.

會計師事務所有限公司
K.Y. NG & COMPANY LIMITED
Certified Public Accountants

Ng Kit Yiu Yolanda — FCPA (practising) FHKICPA, FCCA
Kan Ping Kee Donny — FCPA (practising) FHKICPA, FCCA
Leung Siu Fai Terry — CPA (practising) HKICPA, FCCA
Lam Yue Lung Paul — CPA (practising) HKICPA, FTIHK

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INDEPENDENT AUDITOR'S REPORT (Continued)

TO THE MEMBERS OF WISE UNICORN INDUSTRIAL LIMITED

(incorporated in Hong Kong with limited liability)

Auditor's Responsibility (continued)

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements of the Company for the year ended 31 December 2015 are prepared, in all material respects, in accordance with the SME-FRS and have been properly prepared in compliance with the Hong Kong Companies Ordinance.

Leung Siu Fai, Auditor
Practising certificate No: P2737

K.Y. Ng & Company Limited
Certified Public Accountants

Hong Kong, 13 JUL 2016

WISE UNICORN INDUSTRIAL LIMITED

INCOME STATEMENT

FOR THE YEAR ENDED 31 DECEMBER 2015

	Note	2015 HK$	2014 HK$
Revenue	3	55,347,937	57,755,483
Cost of sales		(48,442,240)	(50,014,403)
Gross profit		6,905,697	7,741,080
Other income	3	924,465	459,131
Selling and distribution costs		(1,619,217)	(1,807,030)
Administrative expenses		(4,887,365)	(5,204,089)
Profit before taxation	4	1,323,580	1,189,092
Taxation	6	(209,542)	(121,669)
Profit for the year		1,114,038	1,067,423

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

WISE UNICORN INDUSTRIAL LIMITED

STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2015

	Note	2015 HK$	2014 HK$
ASSETS			
Non-current assets			
Property, plant and equipment	7	786,042	559,920
Current assets			
Trade and other receivables		2,910,063	4,947,622
Amounts due from related companies	8	10,116,993	9,388,172
Tax recoverable		-	101,051
Cash and bank balances		11,391,452	3,137,275
		24,418,508	17,574,120
Current liabilities			
Trade and other payables		8,690,762	4,112,540
Amount due to a director	9	1,076,063	308,795
Amount due to a related company	9	543,109	-
Provision for taxation		67,873	-
		10,377,807	4,421,335
Net current assets		14,040,701	13,152,785
NET ASSETS		14,826,743	13,712,705
CAPITAL AND RESERVES			
Share capital			
Issued and fully paid: 1,000,000 ordinary shares	10	10,000,000	10,000,000
Retained earnings	10	4,826,743	3,712,705
TOTAL EQUITY		14,826,743	13,712,705

Approved and authorised for issue by the Board of Directors on 13 JUL 2016

Ms. Kao You Fen, Yvonne
Director

Ms. Kao Shou Bin
Director

The accompanying Accounting Policies and Explanatory Notes form an integral part of, and should be read in conjunction with, these financial statements.

1. REPORTING ENTITY

Wise Unicorn Industrial Limited (the "Company") is a company incorporated in Hong Kong with limited liability. The Company's registered office is located at Unit 403A, 4/F., Skyway House, No.3 Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong. The Company is engaged in trading of poly resin, pewter figurines and porcelain and providing services to customers.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES

The Company qualifies for the reporting exemption as a small private company under section 359(1)(a) of the Hong Kong Companies Ordinance (Cap. 622) and is therefore entitled to prepare and present its financial statements in accordance with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants.

These financial statements comply with the SME-FRS and have been prepared under the accrual basis of accounting and on the basis that the company is a going concern.

The measurement base adopted is the historical cost convention.

The following are the specific accounting policies that are necessary for a proper understanding of the financial statements:

(a) Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

The depreciable amount of an item of property, plant and equipment is allocated on a systematic basis over its estimated useful life using the straight-line method. The principal annual rates used for depreciation are as follows:

Leasehold improvements	: 25% p.a.
Furniture and equipment	: 20% p.a.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

(b) Impairment of assets

An assessment is made at each balance sheet date to determine whether there is any indication of impairment or reversal of previous impairment, including items of property, plant and equipment. In the event that an asset's carrying amount exceeds its recoverable amount, the carrying amount is reduced to recoverable amount and an impairment loss is recognised in the income statement. A previously recognised impairment loss is reversed only if there has been a change in the estimates used to determine the recoverable amount, however not to an amount higher than the carrying amount that would have been determined (net of amortisation or depreciation), had no impairment losses been recognised for the asset in prior years.

(c) Foreign exchange

The reporting currency of the Company is Hong Kong Dollars, which is the currency of the primary economic environment in which the Company operates.

Foreign currency transactions are converted at the exchange rate applicable at the transaction date. Foreign currency monetary items are translated into Hong Kong Dollars using exchange rates applicable at the end of the reporting period. Gains and losses on foreign exchange are recognised in the income statement.

(d) Leases

Leases where substantially all the risks and rewards of ownership of assets are not transferred to the lessee are accounted for as operating leases. Annual rents applicable to such operating leases are charged to the income statement on a straight-line basis over the lease term.

(e) Taxation

Income tax expense represents current tax expense. The income tax payable represents the amounts expected to be paid to the taxation authority, using the tax rates (and tax laws) that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is not provided.

(f) Trade and other receivable

Trade and other receivables are stated at estimated realisable value after each debt has been considered individually. Where the payment of a debt becomes doubtful a provision is made and charged to the income statement.

2. BASIS OF PREPARATION AND ACCOUNTING POLICIES (Continued)

(g) Revenue

Revenue is recognised when it is probable that the economic benefits will flow to the Company and when the revenue can be measured reliably, on the following bases:

(i) sale of goods is recognised when the goods are delivered and the risks and rewards of ownership have passed to the customer; and

(ii) interest income is recognised on a time proportion basis taking into account the principal outstanding and the interest applicable.

(h) Related parties

For the purposes of these financial statements, a party is considered to be related to the Company if:

(i) the party has the ability, directly or indirectly through one or more intermediaries, to control the Company or exercise significant influence over the Company in making financial and operating policy decisions, or has joint control over the Company;

(ii) the Company and the party are subject to common control;

(iii) the party is an associate of the Company or a joint venture in which the Company is a venturer;

(iv) the party is a member of key management personnel of the Company or the Company's parent, or a close family member of such an individual, or is an entity under the control, joint control or significant influence of such individuals;

(v) the party is a close family member of a party referred to in (i) or is an entity under the control, joint control or significant influence of such individuals; or

(vi) the party is a post-employment benefit plan which is for the benefit of employees of the Company or of any entity that is a related party of the Company.

Close family members of an individual are those family members who may be expected to influence, or be influenced by, that individual in their dealings with the entity.

3. REVENUE AND OTHER INCOME

An analysis of the Company's revenue and other income is as follows:

	2015	2014
	HK$	HK$
Revenue		
Sales of goods	55,347,937	57,755,483
Other income		
Bank interest income	110	114
Gain on exchanges	-	42,251
Handling fee received	56,016	61,462
Sample income	69,562	56,571
Sundry income	798,777	298,733
	924,465	459,131
Total	56,272,402	58,214,614

4. PROFIT BEFORE TAXATION

	2014	2013
	HK$	HK$
Profit before taxation is arrived at after charging:		
Auditor's remuneration	17,000	17,000
Depreciation	277,608	160,849
Loss on exchanges	32,254	-
Operating lease in respect of land and buildings	1,242,000	1,209,864
Staff costs (excluding directors' remuneration - Note 5)		
- Salaries and allowances	2,698,704	2,484,255
- Staff messing	45,415	48,336
- Staff quarter expenses	31,009	31,612
- Mandatory provident fund contributions	105,785	106,030

5. DIRECTORS' REMUNERATION

No directors' fees or other emoluments were paid or accrued to any director during the years ended 31 December 2015 and 2014.

6. TAXATION

Hong Kong profits tax has been provided at the rate of 16.5% (2014: 16.5%) on the estimated assessable profits arising in Hong Kong during the year.

	2015 HK$	2014 HK$
Tax charge for the year	209,542	121,669

7. PROPERTY, PLANT AND EQUIPMENT

	Leasehold improvements HK$	Furniture and equipment HK$	Total HK$
Cost:			
At 1 January 2015	470,021	1,708,736	2,178,757
Additions	498,794	4,936	503,730
Wrtitten back on disposal	(470,021)	(572,747)	(1,042,768)
At 31 December 2015	498,794	1,140,925	1,639,719
Accumulated depreciation and impairment losses:			
At 1 January 2015	470,021	1,148,816	1,618,837
Charge for the year	124,699	152,909	277,608
Written off	(470,021)	(572,747)	(1,042,768)
At 31 December 2015	124,699	728,978	853,677
Net carrying amount:			
At 31 December 2015	374,095	411,947	786,042
At 31 December 2014	-	559,920	559,920

8. LOANS TO OFFICERS

Pursuant to section 383(1)(d) of the Hong Kong Companies Ordinance and Part 3 of the Companies (Disclosure of Information about Benefits of Directors) Regulation, particulars of amount due from a director is as follow:

Name of borrower	Connected with / Position	Maximum amount outstanding during the year HK$	Balance at 31 Dec 2015 HK$	Balance at 31 Dec 2014 HK$
Myths & Legends Fine Arts Limited	Ms. Kao You Fen, Yvonne	10,116,993	10,116,993	6,332,907
Unicorn Studio Inc. Limited	Ms. Kao You Fen, Yvonne	330,366	-	330,366
Veronese Design Company Limited	Ms. Kao You Fen, Yvonne	2,703,022	Cr. Balance	2,703,022
Wise Unicorn Crafts & Gift's (Hui Yang) Industries Limited	Ms. Kao You Fen, Yvonne	21,877	-	21,877

9. AMOUNT DUE TO A DIRECTOR / A RELATED COMPANY

The amount due is in form of current account which is interest free, unsecured and has no fixed terms of repayment.

10. CHANGES IN EQUITY

	Share capital HK$	Retained earnings HK$	Total HK$
Balance as at 31 December 2014	10,000,000	3,712,705	13,712,705
Profit for the year ended 31 December 2015	-	1,114,038	1,114,038
Balance as at 31 December 2015	10,000,000	4,826,743	14,826,743

11. COMMITMENTS UNDER OPERATING LEASES

The Company had the following total future minimum lease payments payable under non-cancellable operating leases:

	2015 HK$	2014 HK$
Not later than one year	704,832	819,625
Later than one year	646,096	1,350,928
	1,350,928	2,170,553

12. RELATED PARTY TRANSACTIONS

(a) During the year, the Company had the following *material* transactions with its related parties:

Related party	Nature of transaction	2015 HK$	2014 HK$
Related company	Purchases	43,867,739	45,228,839

The above transactions were determined on agreed-upon basis.

In the opinion of the directors, these transactions were undertaken in the normal and ordinary course of business.

(b) Details of balances of the amounts due from / (to) related parties are as follows:

	2015 HK$	2014 HK$
Amounts due from related companies	10,116,993	9,388,172
Amount due to a director	(1,076,063)	(308,795)

- End of Notes -

သို့

ဥက္ကဋ္ဌ

ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ၂၀၁၈ခုနှစ်၊ လ၊ ရက်

အကြောင်းအရာ။ ။ တည်ဆောက်ရေးကာလ အားတင်ပြခြင်း။

ကျွန်တော်များ Charis Co., Ltd သည် မြေတိုင်းရပ်ကွက် အမှတ်(၁၄)၊ မြေကွက်အမှတ် (၁၀၃)၊ ရွှေသံလွင်စက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်တိုင်း၊ ဒေသကြီး MIC ခွင့်ပြုမိန့် ဖြင့် စီအမ်ပီ စနစ်ဖြင့် အရည်သွင်းမြှင့်Poly Resin အားအခြေခံ၍ အရည်သွင်းမြှင့် Poly Resin, Cold Cast Bronze, Pewter ကြွေထည် ရုပ်ထုများ နှင့် ပန်းပုရုပ်ထုများ ထုများ ထုတ်လုပ်ခြင်း လုပ်ငန်းအား လုပ်ကိုင်မည် ဖြစ်ပါသည်။

ကျွန်တော်များ Charis Co., Ltd သည် တည်ဆောက်ရေးကာလ အဖြစ် အချိန်ကာလ ၂ နှစ် ယူမည် ဖြစ်ပါသည်။

အထက်ပါအကြောင်းအရာအား ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှု ကော်မတီ အား တင်ပြလျှောက်ထားအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် Ms. Kao You-Fen

ရာထူး Managing Director

Department/Company Charis Co., Ltd

(Seal/Stamp)

Charis Co.,Ltd.
List of Office Equipment & Utilities (Local Purchase)

No	Description	Unit	Qty	Unit Price (US$)	Total Amount (US$)
1	Shelf Cart	Set	100	158.73	15,873.00
2	Water Tower	Set	1	793.65	793.65
3	Alkaline Basin	Set	1	1,587.30	1,587.30
4	Work Station	Set	50	952.38	47,619.00
5	Fire Fighting System	Set	1	47,619.05	47,619.05
6	Push Cart	Set	5	634.92	3,174.60
7	Shelving	Set	60	264.55	15,873.00
8	Lightweight Partition Board	Set	100	47.62	4,762.00
9	Water Purifier	Set	1	7,936.51	7,936.51
10	Utility Tools	Set	3000	2.65	7,950.00
11	Metal Tools	Set	1000	1.59	1,590.00
12	Stationary	Set	1000	7.94	7,940.00
13	Labor Insurance Supplies	Set	1000	1.59	1,590.00
14	Production Tools	Set	2000	11.90	23,800.00
15	Welder	Set	1	793.65	793.65
16	Water Cooled Air Conditioner	Set	30	1,058.20	31,746.00
17	Impact Drill	Set	5	158.73	793.65
18	Fan	Set	100	31.75	3,175.00
19	Light Tube	Set	3000	1.59	4,770.00
20	Light Bracket	Set	1500	3.17	4,755.00
21	Power Line	Set	1000	31.75	31,750.00
22	Basic Equipment	Set	1	79,365.10	79,365.10
23	Copy Machine	Set	1	793.65	793.65
24	Water Curtain Cabinet	Set	3	3,174.60	9,523.80
25	Group Telephone System	Set	1	6,349.21	6,349.21
26	Telephone	Set	20	39.68	793.60
27	Air Condition System	Set	2	634.92	1,269.84
28	Plastic Container	Set	100	9.5238	952.38
29	Hydraulic Pallet Jack	Set	1	1,587.30	1,587.30
30	Forklift	Set	1	23,809.52	23,809.52
31	Forklift	Set	3	529.10	1,587.30
32	Measuring Tools	Set	1	1,587.30	1,587.30
33	Packing Machine	Set	1	793.65	793.65
34	Grinder	Set	1	3,174.60	3,174.60
35	Small Dolly	Set	8	47.62	380.96
36	Security Monitor System	Set	1	3,174.60	3,174.60
	Total (US$)				**401,034.22**

Charis Co.,Ltd.

Factory Accessories/Operating Machinery (To Be Imported)

Brand New

No	Description	HS Code	Brand	Unit	Unit Price(US$)	Quantity	Total Price
1	Generators	8543	CUMMINS	Pc	47,619.05	1	47,619.05
2	Switch Box	8536	KE WANG	Set	31,746.03	1	31,746.03
3	Voltage Regulator	8504	KE WANG	Pc	3,174.60	1	3,174.60
4	Air Compressor Pump	8414	JAGUAR	Pc	19,047.62	1	19,047.62
5	Air Compressor Tank	8414	SHEN JANG	Pc	793.65	1	793.65
6	Dehydrator	2009	WEI SI	Pc	1,587.30	1	1,587.30
7	Vacuum Pump	8414	LI XIN	Pc	6,349.21	5	31,746.05
8	Vacuum Chamber	8414		Pc	952.38	10	9,523.80
9	Grinding Belt Machine	8474		Pc	1,428.57	2	2,857.14
10	Press Machine	8462		Pc	476.19	1	476.19
11	Packing Machine	8422		Pc	793.65	1	793.65
12	Pad Printing Machine	8443		Pc	3,174.60	1	3,174.60
13	Polisher	8509	JIANG MEN	Pc	317.46	4	1,269.84
14	Mixing Machine	8479		Pc	1,587.30	2	3,174.60
15	Vacuum Cleaner	8508	KEYING	Pc	7,984.13	4	31,936.52
16	Water Curtain Cabinet	8418		Pc	3,174.60	3	9,523.80
17	Fettling Pen		YUSHAN	Pc	79.37	20	1,587.40
18	Spray Gun	8424		Pc	264.55	3	793.65
19	Small Airbrush			Pc	158.73	15	2,380.95
20	Electric Oven	8421		Pc	1,587.30	2	3,174.60
21	Grinder	8509		Pc	3,174.60	1	3,174.60
22	Dehumidifier		CHKAWAI	Pc	1,587.30	2	3,174.60
23	UV Curing Machine			Pc	3,174.60	1	3,174.60
24	Foam Cutting Machine	8465		Pc	952.38	3	2,857.14
25	Flat Bed Die-Cutting Machine	8465		Pc	793.65	1	793.65
26	Drilling Bench	8460		Pc	317.46	2	634.92
27	Water Fountain			Pc	317.46	2	634.92
28	Computer	8460	LENOVO	Pc	634.92	6	3,809.52
29	Printer	8460	HP	Pc	317.46	1	317.46
30	Copy Machine	8443		Pc	793.65	1	793.65
			P.T.O				**225,746.10**

Charis Co.,Ltd.

Factory Accessories/Operating Machinery (To Be Imported)

Brand New

No	Description	HS Code	Brand	Unit	Unit Price(US$)	Quantity	Total Price
B/F							225,746.10
31	Electronic Scale (Large)	9019		Pc	317.46	1	317.46
32	Electronic Scale (Medium)	9019		Pc	238.10	4	952.40
33	Electronic Scale (Small)	9019		Pc	198.41	4	793.64
34	Weighing Scale	8481		Pc	190.48	6	1,142.88
35	Blower	8430		Pc	19.84	8	158.72
36	Glue Gun	8424		Pc	15.87	4	63.48
37	Electric Pot	9019		Pc	79.37	1	79.37
38	Pneumatic Chisel	9032		Pc	79.37	3	238.11
39	Time Clock	8542		Pc	79.37	3	238.11
40	Small Dolly			Pc	47.62	8	380.96
41	Heat Shrink Film Machine	8533		Pc	47.62	2	95.24
42	Security Monitor System	8528		Pc	3,174.60	1	3,174.60
43	Projector	9301		Pc	793.65	1	793.65
44	Fax Machine			Pc	476.19	1	476.19
45	Color Controller Box			Pc	79.37	2	158.74
46	Bench Polishing Machine	8465		Pc	119.05	2	238.10
47	Measuring Tools			Pc	1,587.30	1	1,587.30
48	Hydraulic Pallet Jack	8425		Pc	1,587.30	1	1,587.30
49	Forklift	4011		Pc	23,809.52	1	23,809.52
50	Forklift	4011		Pc	529.10	3	1,587.30
51	Power Saw	8536		Pc	476.19	1	476.19
52	Washer			Pc	476.19	1	476.19
53	Plastic Container	6305		Pc	9.52	100	952.00
54	Air Condition System	8536		Pc	634.92	2	1,269.84
55	Network Router	8517		Pc	1,587.30	1	1,587.30
56	Network Server	8517		Pc	3,174.60	1	3,174.60
57	Network Switchboard	8517		Pc	7,936.51	1	7,936.51
58	Telephone	8544		Pc	39.68	20	793.60
59	Group Telephone System	8544		Pc	6,349.21	1	6,349.21
60	UPS Power System	8504		Pc	3,968.26	2	7,936.52
P.T.O							294,571.13

Charis Co.,Ltd.

Factory Accessories/Operating Machinery (To Be Imported)

Brand New

No	Description	HS Code	Brand	Unit	Unit Price(US$)	Quantity	Total Price
B/F							**294,571.13**
61	Manetic Switch (36-45A)			Pc	40.00	8	320.00
62	Manetic Switch (8-16A)			Pc	30.00	15	450.00
63	Cable (4m㎡*3+2.5mm*1)			M	1.00	300	300.00
64	Cable			M	1.20	200	240.00
65	Sealing Strip			Kg	9.00	100	900.00
66	Rubber Hose	3920		M	7.00	200	1,400.00
67	Drill			Pc	0.80	100.00	80.00
68	Bearings	4016		Pc	10.00	30.00	300.00
69	Heating Wire	8419		KG	10.00	300.00	3,000.00
70	Air Tube	8479		M	0.50	500.00	250.00
71	Screws	8483		KG	1.80	200.00	360.00
72	Electric Screw Driver	7901		Pc	7.50	15.00	112.50
73	Surgical Blade	8202		Pc	0.90	1,160.00	1,044.00
74	Metal Saw Blade			Pc	0.50	500.00	250.00
75	Utility Knife			Pc	2.00	100.00	200.00
76	Utility Knife Blade			Pc	0.25	5,000.00	1,250.00
77	Scraper		ODYSSEY	Pc	1.00	150.00	150.00
78	Scissor			Pc	2.00	60.00	120.00
79	Pliers			Pc	3.00	40.00	120.00
80	Electric Welding Machine			Pc	200.00	10.00	2,000.00
81	Sandpaper			Pc	0.60	10,000.00	6,000.00
82	Sanding Wheel			Pc	3.50	500.00	1,750.00
83	Sanding Belt			Pc	3.80	2,000.00	7,600.00
84	Polishing Wax			Pc	1.50	300.00	450.00
85	Buffing Wheel			Pc	3.60	1,000.00	3,600.00
86	Nylon Wheel			Pc	2.80	300.00	840.00
87	Steel Wool			KG	10.00	1,000.00	10,000.00
88	V-Belt			Pc	3.00	50.00	150.00
89	Coloring Pen			Pc	0.90	60,000.00	54,000.00
90	Air Pressure Gun Nozzle			Pc	0.90	2,000.00	1,800.00
91	Air Pressure Gun			Pc	2.30	30.00	69.00
P.T.O							**393,676.63**

Charis Co.,Ltd.

Factory Accessories/Operating Machinery (To Be Imported)

Brand New

No	Description	HS Code	Brand	Unit	Unit Price(US$)	Quantity	Total Price
	B/F						**393,676.63**
92	Isoamyl Acetate Container			Pc	1.10	600.00	660.00
93	Water Ladle			Pc	2.00	600.00	1,200.00
94	Plastic Cup			Pc	0.25	600.00	150.00
95	Syringe			Pc	0.10	700.00	70.00
96	Rubber Ring			Kg	10.00	500.00	5,000.00
97	Rubber Wheel			Pc	15.00	500.00	7,500.00
98	16W LED Light Pipe			Pc	2.00	1,000.00	2,000.00
99	16W LED Light Double Base			Pc	2.50	500.00	1,250.00
100	Ceiling Fan			Pc	20.00	200.00	4,000.00
101	Industrial Powder Detergent			Kg	2.00	2,000.00	4,000.00
102	Copy Paper			Pc	8.00	600.00	4,800.00
103	Ink			Kg	0.26	200.00	52.00
104	Gloves			Pc	0.30	16,000.00	4,800.00
105	Mask			Pc	0.10	50,000.00	5,000.00
106	Sheath			Pc	0.12	3,000.00	360.00
107	Apron			Pc	1.50	3,000.00	4,500.00
108	Black Rubber Glove			Pc	3.00	600.00	1,800.00
109	Goggle			Pc	3.50	60.00	210.00
110	Plastic Finger Cot			Kg	8.00	100.00	800.00
111	Plastic Glove			Pc	0.20	40,000.00	8,000.00
112	Uniform			Pc	5.00	800.00	4,000.00
113	Activated Carbon Mask			Pc	0.20	100,000.00	20,000.00
114	Caliper			Pc	3.00	10.00	30.00
115	Set Square			Pc	1.00	3.00	3.00
116	Square Ruler			Pc	1.50	5.00	7.50
117	Lever Ruler			Pc	10.00	5.00	50.00
118	Tape Measure Reel			Pc	2.00	10.00	20.00
	TOTAL (US$)						**473,939.13**

*Exchange Rate -1USD=1380 KS (26.6.2018 ၏ Exchange Rate)
*အထက်ဖော်ပြပါ စက်ပစ္စည်း (၁၁၈) မျိုးသည် စက်ရုံအတွက် မရှိမဖြစ်လိုအပ်ပါသော ကြောင့် တင်သွင်းရခြင်းဖြစ်ပါသည်။

*စက်ပစ္စည်းများကို တရုတ်နိုင်ငံ မှ တင်သွင်းမည် ဖြစ်ပါသည်။

Charis Co., Ltd
Machine Photos



Generators



Switch Box



Voltage Regulator



Air Compressor



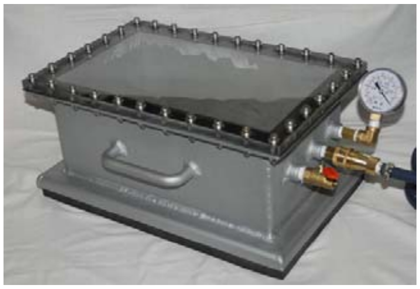
Compressor Tank



Dehydrator



Vacuumizer



Vacuum Box



Grinding Machine



Press Machine



Packing Machine



Printing Machine



Polisher



Beating Machine



Vacuum Clearner



Water Curtain Cabinet



Fettling pen



Spray Gun



Small Airbrush



Electric Oven



Grinder



Dehumidifier



UV Curing Machine



Foam Cutting Machine



flat bed die-cutting machine



Drilling Bench





Computer

Printer





Electric Scale (Large)

Copy Machine

Charis Co.,Ltd.

Raw Material Requirement for 1 Pc of Polyester Resin Product (Pg 1)

No	Particular	Unit	Polyester Resin Product
1	Primary Material: Unsaturated Polyester Resin	Kg	0.5
2	Stone Powder	Kg	0.47
3	Bronze Powder	Kg	0.02
4	Paint	Kg	0.0102
5	Color Box	Kg	0.03
6	Carboard Box	Kg	0.05
7	Packaging Tape	Kg	0.001
8	Bubble Bag	Kg	0.002
9	Sponge Foam	Kg	0.001
10	Foam Padding	Kg	0.03
11	Silicone	Kg	0.012
12	Plaster	Kg	0.14
13	Tape	Kg	0.0006
14	Transparent Tape	Kg	0.0004
15	Steel Rod	Kg	0.0005
16	Aluminium Oxide Powder	Kg	0.0008
17	Silicone Oil	Kg	0.0008
18	Fiber	Kg	0.002
19	Gauze	Kg	0.0001
20	Modeling Clay	Pc	0.001
21	Hardener	Kg	0.001
22	Resin Color Cream	Kg	0.0005
23	Copper Foil	Kg	0.00005
24	Acetone water	Kg	0.02
25	Isoamyl acetate	Kg	0.015
26	Mineral Oil	Kg	0.0012
27	Turpentine	Kg	0.002
28	Sodium hydroxide	Kg	0.0008
29	Ethylene Viny Acetate	Kg	0.00065
30	Super Glue		0.002

Charis Co.,Ltd.

Raw Material Requirement for 1 Pc of Polyester Resin Product (Pg 2)

No	Particular	Unit	Polyester Resin Product
31	Epoxy/Hardener Two-Component Adhesives	Kg	0.0002
32	Sticker	Kg	0.0005
33	Barcode	Kg	0.0005
34	Foam double sided tape	Kg	0.0003
35	Masking Tape	Kg	0.0008
36	Double sided tape	Kg	0.0005
37	Polyster Bag	Kg	0.0005
38	Hardware Accessories	Kg	0.0003
39	Metal Wire	Kg	0.004
40	Magnet	Kg	0.0005
41	Tag	Kg	0.0005
42	Instruction Manual	Kg	0.00043
43	Backboard	Kg	0.001
44	Velvet	Kg	0.0005
45	Velvet Pad	Kg	0.0002
46	Fiber Rod	Kg	0.0008
47	Water Decal	Kg	0.00008

Charis Co.,Ltd.

Annual Raw Material Requirement (Pg 1)

No	Particular	HS Code	Unit	Year - 1	Year - 2	Year -3	Year -4	Year -5	Year -6-10
1	Primary Material: Unsaturated Polyester Resin	1301	Kg	500,000	500,000	500,000	550,000	575,000	600,000
2	Stone Powder	2504	Kg	470,000	470,000	470,000	517,000	540,500	564,000
3	Bronze Powder	2504	Kg	20,000	20,000	20,000	22,000	23,000	24,000
4	Paint	3208	Kg	10,200	10,200	10,200	11,220	11,730	12,240
5	Color Box		Kg	30,000	30,000	30,000	33,000	34,500	36,000
6	Carboard Box		Kg	50,000	50,000	50,000	55,000	57,500	60,000
7	Packaging Tape	4811	Kg	1,000	1,000	1,000	1,100	1,150	1,200
8	Bubble Bag		Kg	2,000	2,000	2,000	2,200	2,300	2,400
9	Sponge Foam	6806	Kg	1,000	1,000	1,000	1,100	1,150	1,200
10	Foam Padding	6806	Kg	30,000	30,000	30,000	33,000	34,500	36,000
11	Silicone	3403	Kg	12,000	12,000	12,000	13,200	13,800	14,400
12	Plaster	3403	Kg	140,000	140,000	140,000	154,000	161,000	168,000
13	Tape	3406	Kg	600	600	600	660	690	720
14	Transparent Tape	3406	Kg	400	400	400	440	460	480
15	Steel Rod	6406	Kg	500	500	500	550	575	600
16	Aluminium Oxide Powder	2818	Kg	800	800	800	880	920	960
17	Silicone Oil	3403	Kg	800	800	800	880	920	960
18	Fiber	4823	Kg	2,000	2,000	2,000	2,200	2,300	2,400
19	Gauze	5803	Kg	100	100	100	110	115	120
20	Modeling Clay	6806	Pc	1,000	1,000	1,000	1,100	1,150	1,200
21	Hardener		Kg	1,000	1,000	1,000	1,100	1,150	1,200
22	Resin Color Cream	9602	Kg	500	500	500	550	575	600
23	Copper Foil	2603	Kg	50	50	50	55	58	60
24	Acetone water	2914	Kg	20,000	20,000	20,000	22,000	23,000	24,000
25	Isoamyl acetate		Kg	15,000	15,000	15,000	16,500	17,250	18,000
26	Mineral Oil	3102	Kg	1,200	1,200	1,200	1,320	1,380	1,440
27	Turpentine	3805	Kg	2,000	2,000	2,000	2,200	2,300	2,400
28	Sodium hydroxide	2815	Kg	800	800	800	880	920	960
29	Ethylene Viny Acetate		Kg	650	650	650	715	748	780
30	Super Glue			2,000	2,000	2,000	2,200	2,300	2,400

Charis Co.,Ltd.

Annual Raw Material Requirement (Pg 2)

No	Particular	HS Code	Unit	Year - 1	Year - 2	Year -3	Year -4	Year -5	Year -6-10
31	Epoxy/Hardener Two-Component Adhesives	2910	Kg	200	200	200	220	230	240
32	Sticker		Kg	500	500	500	550	575	600
33	Barcode		Kg	500	500	500	550	575	600
34	Foam double sided tape	7016	Kg	300	300	300	330	345	360
35	Masking Tape		Kg	800	800	800	880	920	960
36	Double sided tape	3102	Kg	500	500	500	550	575	600
37	Polyster Bag		Kg	500	500	500	550	575	600
38	Hardware Accessories		Kg	300	300	300	330	345	360
39	Metal Wire	7003	Kg	4,000	4,000	4,000	4,400	4,600	4,800
40	Magnet	8505	Kg	500	500	500	550	575	600
41	Tag	8523	Kg	500	500	500	550	575	600
42	Instruction Manual	8523	Kg	430	430	430	473	495	516
43	Backboard		Kg	1,000	1,000	1,000	1,100	1,150	1,200
44	Velvet	5907	Kg	500	500	500	550	575	600
45	Velvet Pad	5907	Kg	200	200	200	220	230	240
46	Fiber Rod	4823	Kg	800	800	800	880	920	960
47	Water Decal		Kg	80	80	80	88	92	96

ပုံစံ (၇ - ခ)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ်၊

ရက်စွဲ

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီအောက်ပါ အချက်အလက်များကိုဖော်ပြ၍လျှောက်ထားအပ်ပါသည် -

၁။ မြေ/အဆောက်အအုံ၏ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း — ဦးယဉ်မောင်သိန်း

(ခ) ဧရိယာအကျယ်အဝန်း — ၂.၁၀၆ ဧက (8522.6796 sqm)

(ဂ) တည်နေရာ — မြေတိုင်းရပ်ကွက်အမှတ်(၁၄)၊မြေကွက်အမှတ်(၁၀၃)၊ရွှေသံလွင်စက်မှုဇုန်၊လှိုင်သာယာမြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး။

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း) — နှစ် ၆၀ ဂရန်

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်း ရှိ ( ) မရှိ (√)

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ — သဘောတူပါသည်

(ဆ) မြေအမျိုးအစား — စက်မှုသုံးမြေ

၂။ အငှားချထားသူ

(က)	အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း	ဦးယဉ်မောင်သိန်း
(ခ)	နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	၁၄ပသန(နိုင်)၁၄၉၀၇၉
(ဂ)	နေရပ်လိပ်စာ	၄၃ (ခ) ကုန်စုံလမ်းပုသိမ်မြို့နယ်။

၃။ အငှားချခြင်းခံရသူ

(က)	အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း	Ms. Kao You-Fen Charis Co.,Ltd
(ခ)	နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်	306327590
(ဂ)	နိုင်ငံသား	တရုတ်နိုင်ငံသား
(ဃ)	နေရပ်လိပ်စာ	Unit 403 A 4/F,Skyway House,No.3,Sham Mong Road,Tai Kok Tsui,Kowloon,Hong Kong ,China

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့် လုပ်ငန်းအမျိုးအစား	စီအမ်ပီ စနစ်ဖြင့် အရည်သွင်းမြှင့်Poly Resin အားအခြေခံ၍ အရည်သွင်းမြှင့်, Poly Resin,Cold Cast Bronze,Pewter ကြွေထည် ရုပ်ထုများ နှင့် ပန်းပုရုပ်ထုများ ထုများ ထုတ်လုပ်ခြင်း လုပ်ငန်း။(100% Export)
(ခ) ရင်းနှီးမြှုပ်နှံသည့် အရပ်ဒေသ(များ)	လှိုင်သာယာမြို့နယ်၊ရန်ကုန်။
(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး)	လှိုင်သာယာမြို့နယ်၊ရန်ကုန်။
(ဃ) မြေဧရိယာအကျယ်အဝန်း	၂.၁၀၆ ဧက (8522.6796 sqm)
(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက်	စက်ရုံ(၄၄၈၀၀ sqft)၊ ရုံးခန်း(၃၃၇၅ sqft)၊ အဆောင် (၁၂၀၀ sqft)
(စ) အဆောက်အအုံတန်ဖိုး	

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား (စက်မှုဇုန်မှအပ)၊ မြေပုံနှင့် မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍အောက်ဖော်ပြပါ ပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်းရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီ အစိုးရဌာန၊အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ်အဆောက်အအုံအသုံးပြုခွင့်အားယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီ နိုင်ငံတော်ပိုင်မြေသို့မဟုတ်အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံငှားရမ်းခနှုန်း (တစ်နှစ်လျှင် တစ်စတုရန်းမီတာအတွက်) US$ 17

၈။ မြေအသုံးချမှုပရီမီယံကြေး (Land Use Premium – LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ကြေနှုန်း ______________________

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ် မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန် သဘောတူ/ မတူ — တူပါသည် ။

၁၀။ လျှောက်ထားသည့်မြေသို့မဟုတ် အဆောက်အအုံငှားရမ်း/အသုံးပြုခွင့်သက်တမ်း — ကနဦး(၃)နှစ်၊သက်တမ်းတိုး(၁၀)နှစ် ကြိမ်

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် အစရှိသည့်သက်ဆိုင်ရာလုပ်ငန်းဇုန်ဧရိယာ အတွင်းရှိမြေဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်) — စက်မှုဇုန်

လျှောက်ထားသူလက်မှတ်

အမည်	Ms. Kao You-Fen
ရာထူး	Managing Director
ဌာန/ကုမ္ပဏီတံဆိပ်	Charis Co.,Ltd

Form (7-B)

Application form for Land Rights Authorization

To,

Chairman

Yangon Region Investment Commetittee

Reference No.

Date

Subject: **Application for land lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the according to the Myanmar Investment Rules 116:-

1. Particulars relating to Owner of land/building

(a)	Name of owner/organization	U Yinn Maung Thein
(b)	Area	2.106 Acres (8522.6796 sqm)
(c)	Location	Myay Taing Block No. (14) Land PlotNo.(103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon Region
(d)	Initial period permitted to use the land (Validity of land grant)	60 Years
(e)	Payment of long term lease as equity	Yes ( ) No (√)
(f)	Agreed by Original Lessor	Yes (√) No ( )
(g)	Type of Land	Industrial Use Land

2. Lessor

(a)	Name /Company's name/Department/ Organization	U Yinn Maung Thein
(b)	National Registration Card No	14/Pa Ta Na (N)149009

(c) Address — No 43 - B ,Kone Sone Street,Pathein

3. Lessee

(a) Name/Company's name/ — Ms. Kao You-Fen

Department/Organization — Charis Co.,Ltd

(b) Passport No — 306327590

(c) Citizenship — Chinese

(d) Address — Unit 403 A 4/F,Skyway House,No.3,Sham Mong Road,Tai Kok Tsui,Kowloon,Hong Kong ,China

4. Particulars of the proposed Land Lease

(a) Type of Investment — Manufacturing of high quality Poly Resin,Cold Cast Bronze,Pewter and Porcelain Figurines and Collectibles by using high quality poly resin on CMP Basis (100 % Export)

(b) Investment Location(s) — Hlaing Thar Yar Township, Yangon Region.

(c) Location (Ward, Township, State/Region) — Hlaing Thar Yar Township, Yangon Region.

(d) Area of Land — 2.106 Acres (8522.6796 sqm)

(e) Size and Number of Building(s) — Factory (44800- sqft)
Office Building (3375- sqft)
Dormitory (1200- sqft)

(f) Value of Building — ------------------------------

5. To enclose land ownership and Grant, ownership evidences (except Industrial Zone), Land Map and Land Lease Agreement (Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

☐ Person who has the right to use the land or Building of the Government form Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land/Building lease rate (per square meter per year) **US$ 17**

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department/Organization, the LUP shall be paid in cash by the lessee.
Rate per Acre: ______________________________

9. Whether it is agreed by original land lessor or land tenant not Agree

10. Proposed land or building use/lease period — Initial 3 Years and extendable 10 years two times

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) — Industrial Zone

Signature

Name of Investor : Ms. Kao You-Fen
Designation : Managing Director
Department/Company : Charis Co., Ltd
(Seal/Stamp)

မြေငှားစာချုပ်

မူရင်း

၂၀၁၀ ခုနှစ် (မြေငှား) အမှတ်စဉ် အမှတ် ______ အရ ထုတ်ပေးသည်။
မှော်ဘီမြို့ / ၀၇၃ / ၂၀၁၀

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့် စကားရပ်တွင် မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

နှင့် ______ မြို့နေ ဦး ______ ၏ သား/သမီး ဖြစ်သော ဦး/ဒေါ် ______ အမျိုးသားမှတ်ပုံတင်အမှတ် ______ (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃ ၇၁ ခုနှစ် ဝါခေါင် လဆန်း/လဆုတ်/လပြည့်/လကွယ် ၈ ရက်နေ့၊ ခရစ် ၂၀၁၀ ခုနှစ် (ဩဂုတ် လ ၁၇ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်ရှိ (Quarries) စသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကိုနှောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအား သင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းပွားခဲ့သော လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့မဟုတ် နည်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၁၇.၈.၂၀၁၀ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၂၅ ခုနှစ် ဩဂုတ် လ ၁၆ ရက်နေ့၌ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၄၂၅၈ ပြား - ([illegible]) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဧပြီ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင် လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယတစ်ဆယ့်ငါးနှစ်နှင့် တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အပိုဒ် ၃-တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ပြီးလည်းကောင်း ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်အဆောက်အအုံကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌ သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတစ်ပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှ တစ်ပါး အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေတစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီနှုန်းထားဖြစ်၍ ၂၀၀၀ ခုနှစ် အတွင်းတွင် ဖြစ်စေ
ထို့နောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပေးကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကို ပယ်ဖျက်၍ အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၄။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂-အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပေးကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ဖောက်ဖျက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့် အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံတို့ အဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပေါက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ဖျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန်မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၅) ခုနှစ်၊ ဩဂုတ် လ၊ (၁၈)ရက်နေ့မှစ၍ ပထမတဆယ်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ်ငါးနှစ်အတွက် ရန်ကုန်ပြည်ပြင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့်ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှ ခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ [illegible] သည် ဤစာချုပ်ကို အထက်၌ ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ်ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ - ရန်ကုန်

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦး [illegible] ____ ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦးကျော်သန်း ____ ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ဦးခင်စိန် တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

____ ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အိုးအိမ်) ဦးဟန်ချိုဦး

အငှားစာချုပ်ရသူ [illegible] က
လက်မှတ်ရေးထိုးသည်။

____ အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ [illegible]

၂။ ____

ဦး[illegible]
[illegible](ရုံးချုပ်)
[illegible]

အထက်တွင် ရည်ညွှန်းထားသည့် မြေ

[illegible] ညွှန်ကြားရေးမှူး
မြေနှင့်အစုနှင့်ဌာနခွဲ (ရုံးချုပ်)

နှင့်ပြပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် [illegible]
မြေတိုင်းရပ်ကွက်အမှတ် [illegible]
ရန်ကုန်မြို့ [illegible] မြို့နယ်။
အတွင်းရှိ ____ တန်းစား မြေကွက်အမှတ် [illegible]
ဖြစ်သည်။ မူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၂၅၈' ၁၀" ပေ၊ အနံ ၃၃၉' ၆" ပေခန့်ရှိသော အလား အလာ
၂၄၇' ၀၁" ၃၃၈' ၁၈"
အရှေ့လားသော် [illegible]
အနောက်လားသော် [illegible]
တောင်လားသော် [illegible]
မြောက်လားသော် [illegible]
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၂.၁၈၆ ဧက (စတုရန်းပေ ၉၅၂၃၇)

ရန်ကုန်မြို့တော်

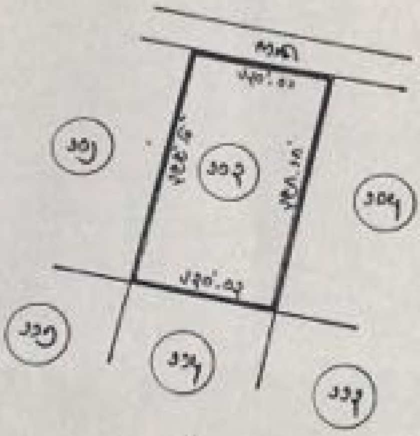
မူရင်း

ထိုးအပ်ပုံစံ
အက်ဝ် - ၂၂

---- [illegible] ---- မြို့နယ် လူနေရပ်ကွက် အမှတ် ---- [illegible] ----

တိုင်းရပ်ကွက်အမှတ် ---- [illegible] ---- မှ မြေကွက်အမှတ် ---- ၁၀၃ ---- ၏ မြေပုံ

၁ - လက်မလျှင် ၁၀၀ ပေ စကေး



ရည်ညွှန်းချက်

---- ဧရိယာ

စတုရန်းပေ ---- [illegible] ----

ဧက ---- [illegible] ----

မြေတိုင်း (၄) မြေတိုင်း (၃) မြေတိုင်း (၂)

ဒုတိယညွှန်ကြားရေးမှူး
မြေတိုင်းဌာနခွဲ
မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်---

သွေးအုပ်စု---

ထင်ရှားသည့်

အမှတ် အသား---

အမှတ်---

ရက်စွဲ---

အမည်---

ဖခင်၏အမည်---

မွေးသက္ကရာဇ်---

လူမျိုး---

ကိုးကွယ်သည့်ဘာသာ---

ထုတ်ပေးသူ၏လက်မှတ်

အမည်---

ရာထူး---

သက်သေခံကတ်ပြားအမှတ် - [illegible]

လက်ဝဲ လက်မပုံစံ



အလုပ်အကိုင် - မှီခို

နေရပ်လိပ်စာ - [illegible]

ထိုးမြဲလက်မှတ် - [illegible]

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီးဌာနရုံး ထံသို့ သတင်းပေးပို့ရမည်။

LAND AND BUILDING LEASE AGREEMENT (Draft)

This Lease is made on ……………………… day of …………., 2018

Between

U Yinn Maung Thein (the LESSOR)

No 43 - B ,Kone Sone Street,Pathein

And

Ms. Kao You-Fen (Charis Co., Ltd) (the LESSEE)

Myay Taing Block No.(14),Land Plot No.(103), Shwe Than Lwin Industrial Zone, Hlaing Thar Yar Township,Yangon Region.Yangon,the Republic of the Union of Myanmar.

In the above expression of LESSOR and LESSEE, they themselves, and /or their authorized representatives are included.

Both parties agreed to the terms and conditions as follows:-

(1) Objective

The lessee shall lease the plot of land (2.106 Acres (8522.6796 sqm)) at Myay Taing Block No.(14),Land Plot No.(103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township,Yangon Region, the Republic of the Union of Myanmar for initial (3) years to open a Manufacturing of high quality Poly Resin,Cold Cast Bronze,Pewter and Porcelain Figurines and Collectibles by using high quality poly resin on CMP Basis.

Area of Land and Building area (2.106 Acres) (8522.6796 sqm)

(1) Building Area Factory (44800- sqf)

Office Building (3375- sqf)

Dormitory (1200- sqf)

(2) Land Area

Total acres (2.106 Acres) (8522.6796 sqm)

(2) Assurance and Representation

The lessor assures the ownership of the land and property to be leased. And the lessee assures the strong financial background of her company. Both parties are lawful to make this deed.

(3) The law to operate

Both parties shall follow and obey the rules, regulations and the law of the Republic of the Union of Myanmar and implement their commitment mentioned in this lease.

(4) Term of Lease

The term of this lease shall be (3) years starting from (1.8.2018) to (31.7.2023), and the lease term may be extended by 10 years two times with to lease the Manufacturing of high quality Poly Resin,Cold Cast Bronze,Pewter and Porcelain Figurines and Collectibles by using high quality poly resin on CMP Basis factory for initial (3)years with (10 years) yearly extension for two times on expiry of initial lease.

(5) Rental

(a) The Lease Rental shall be US$ 11852 per month.

Area of Land and Building area (2.106 Acres) (8522.6796 sqm)

(1) Building Area Factory (44800- sqf) , Office Building (3375- sqf) , Dormitory (1200- sqf)

(2) Land area

(b) Yearly advance rental payment shall be settled **<u>within</u>** (30) days before the expiry of the previous payment.

(c) The rate of increase in the rent shall be **Fix Price** of the preceding annual rent.

(6) Lease effective date and terms

(a) This lease is effective on the date, this lease is signed by both parties (lessor and lessee).

(b) Rental period starts from the day of operation or (3) months after signing of the lease--whichever comes earlier.

(c) On expiry of lease, all relative materials on the plot of land except the building and unrecoverable things shall be removed.

(7) Renewal of lease

It can be carried out as follows:-

(a) The lessee shall notify the lessor to continue lease (6) months ahead of expiry date.

(b) In case of re-lease, both parties shall negotiate the rental and condition, subject to the Republic of the Union of Myanmar Investment Commission agreement.

(c) On expiry, the real estate shall be handed over to the lessor in good condition.

(8) The duties of lessee

(a) To pay the rental as per clause (5), and any other charges by the service authorities except land revenue.

(b) To refrain from sub leasing, transferring or consigning of real estate to another foreign or native firm.

(c) To use the leased plot for handbag factory only.

(d) The operation of the lessee in the real estate shall conform with the Republic of the Union of Myanmar Law.

(e) To take out the necessary insurance for the real estate as per the Republic of the Union of Myanmar Investment Law and Insurance Law.

(f) To follow the disposal of foul water, rubbish and anti-contamination of environment in the accordance with the existing the Republic of the Union of Myanmar Environmental Law.

(g) To register this lease under registration law at his own cost.

(h) To renovate the leased building at own cost.

(i) To handover the released real estate in good condition on expiry of lease.

(9) The duties of lessor

(a) Not to interfere and disturb of the lessee on the peaceful possession of real estate during lease period.
(b) To pay land revenue.
(c) To apply for license to operate factory from the relevant authority for the lessee.

(10) Termination of lease

Termination can be carried out under the following conditions:
(a) Occurrence of great loss.
(b) Failure to operate by either party.
(c) Occurrence of force majeure for more than (6) months.
(d) Failure to implement lease objective.
(e) Receipt of Myanmar Investment Commission agreement to terminate lease by either party on Notification (3) months ahead.
(f) Lessee fails to start operation within (12) months after lease.
(g) The notice of termination can be given to each party (3) months in advance, so that both parties can fulfill the other terms and conditions of this lease.
(h) The terminal of lease shall be subjected to the confirmation from Myanmar Investment Commission and after termination; the lessor shall re-enter and re-possess the real estate, the lease being invalid.

(11) Prior condition
The operation and implementation of lease is subject to the approval of Myanmar authorities.

(12) Governing Law

This lease shall be interpreted as per the Republic of the Union of Myanmar Law and subject to jurisdiction of the Republic of the Union of Myanmar court.

(13) Force majeure

If either party is unable to operate the condition of lease due to force majeure the affect party shall notify other party during (14) days of force majeure. On acceptance, no party shall be responsible with the deduction of force majeure days. Force majeure means natural disaster, earthquake, strikes, insurgency, riot, fire, flood, storm and similar event beyond control.

(14) Arbitration

In case dispute on the condition in the lease arises, it shall be settled amicably, failing which two arbitrators, each appointed by either party shall settle, failing which, the umpire appointed by the said arbitrators shall decide under Arbitration Law 2016 of Myanmar in Yangon Region , the Republic of the Union of Myanmar with the payment of legal fee by judgments debtors. We obey and respect the responsibilities of according to the the section 19 of Myanmar Investment Law and Chapter 18 of Myanmar Investment Rules.

(15) Notice

Notify the either party in Myanmar language through registered post , fax or telex at the said address in the lease or new address informed as follows:-

(a) The address of lessor

Name - U Tin Maung Thein
Address - No 43 - B ,Kone Sone Street,Pathein

(b) The address of lessee

Name - Ms. Kao You-Fen (Charis Co., Ltd)
Address - Myay Taing Block No.(14), Land Plot No.(103), ShweThan Lwin Industrial Zone, Hlaing Thar Yar Township,Yangon Region Yangon, the Republic of the Union of Myanmar

(16) **T**he acceptance of reply to notice amounts to confirmation of notification. Change of address requires notification.

(17) Mineral resources and gems

The mineral resources and gems discovered in the leased real estate shall belong to the state and require notice to state authority.

(18) Re-negotiation of lease

Amendment in the lease shall require re-negotiation by both parties subject to approval of Myanmar Investment Commission.

(19) All in one of lease

The appendage land map attached in this lease shall be part of the lease.

(20) Protection of Environment

In operation, the lessee shall protect the environment against contamination the compensation for which shall be paid by the lessee only.

(21) General

In case of discrepancy between memorandums of association, articles of association, wrong interpretation, in harmony and lease the condition in the lease shall be valid and supersede the previous agreement and understanding.
In witness where of both parties have set hands on the said date.

For and on behalf of:

Sign --

Sign ----------------------------------

LESSOR

U Tin Maung Thein

No 43 - B ,Kone Sone Street,Pathein

LESSEE

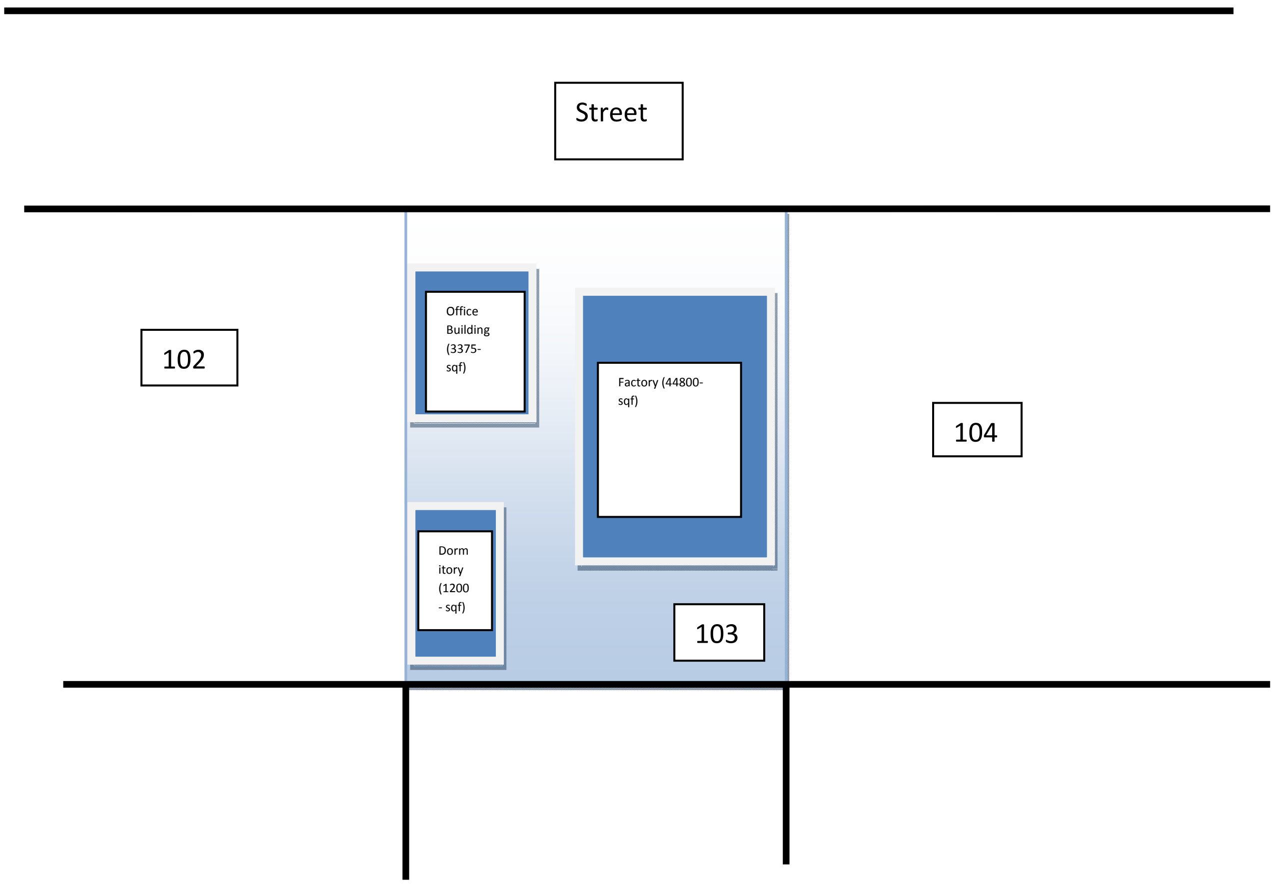
Ms. Kao You-Fen (Charis Co., Ltd)

Myay Taing Block No.(14),Land Plot No.(103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon,the Republic of the Union of Myanmar..

WITNESSES

Sign	**---------------------------------------**	**Sign**	**----------------------------------**
Name	**---------------------------------------**	**Name**	**-----------------------------------**
Address	**---------------------------------------**	**Address**	**-----------------------------------**
	--		**-----------------------------------**
	---------------------------------------		**-----------------------------------**

Charis Co., Ltd
Land Layout Plan













သို့

ဥက္ကဋ္ဌ
ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ။၂၀၁၈ ခုနှစ်၊ လ၊ ရက်

အကြောင်းအရာ။ ။ **လုပ်ငန်းလုပ်ကိုင်မည့် မြေနေရာအား ရှင်းလင်းတင်ပြခြင်း။**

ကျွန်တော်များ Charis Co., Ltd သည် မြေတိုင်းရပ်ကွက်အမှတ်(၁၄)၊မြေကွက်အမှတ်(၁၀၃)၊ ရွှေသံလွင်စက်မှုဇုန်၊လှိုင်သာယာမြို့နယ်၊ရန်ကုန်တိုင်း ဒေသကြီး တွင် MIC ခွင့်ပြုမိန့် ဖြင့် စီအမ်ပီ စနစ်ဖြင့် အရည်သွင်းမြှင့်Poly Resin အားအခြေခံ၍ အရည်သွင်းမြှင့်, Poly Resin,Cold Cast Bronze,Pewter ကြွေထည် ရုပ်ထုများ နှင့် ပန်းပုရုပ်ထုများ ထုတ်လုပ်ခြင်း လုပ်ငန်းကို လုပ်ကိုင်မည် ဖြစ်ပါသည်။ကျွန်တော်များ လုပ်ကိုင်မည့် မြေနေရာသည် မည်သည့် MIC ခွင့်ပြုမိန့် မှရရှိထားခြင်း မရှိကြောင်း အသိပေးတင်ပြအပ်ပါသည်။

အထက်ပါအကြောင်းအရာအား ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှု ကော်မတီ အား တင်ပြ လျှောက်ထားအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည်	Ms. Kao You-Fen
ရာထူး	Managing Director
Department/Company (Seal/Stamp)	Charis Co., Ltd

Charis (Myanmar) Co.,Ltd.

Local Staff

Sr. No.	Particulars	No of Person Y 1	No of Person Y 2	No of Person Y 3-10	Salary per month (Ks'000)			Salary per year (Ks'000)		
					Y-1	Y-2	Y-3 to 10	Y-1	Y-2	Y-3 to 10
1	Manager	1	1	1	1,600	1,760	1,936	19,200	21,120	23,232
2	Production Manager	1	1	1	1,350	1,485	1,634	16,200	17,820	19,602
3	Accounting/Bookkeeping	1	1	1	600	660	726	7,200	7,920	8,712
4	Shipping Clerk	1	1	1	500	550	605	6,000	6,600	7,260
5	Personnel Supervisor	1	1	1	500	550	605	6,000	6,600	7,260
6	Quality Controller	5	5	5	230	253	278	13,800	15,180	16,698
7	Warhouse Clerk	2	2	2	200	220	242	4,800	5,280	5,808
8	Driver	1	1	1	250	275	303	3,000	3,300	3,630
9	Security personnel	4	4	4	205	226	248	9,840	10,824	11,906
10	Cleaning personnel	3	3	3	200	220	242	7,200	7,920	8,712
11	Skilled Labor	4	4	4	200	220	242	9,600	10,560	11,616
12	General Labor	460	460	460	200	220	242	1,104,000	1,214,400	1,335,840
13	Translator	3	3	3	500	550	605	18,000	19,800	21,780
14	Production Technician	1	1	1	600	660	726	7,200	7,920	8,712
15	Mechanic	1	1	1	600	660	726	7,200	7,920	8,712
16	Section Leader	10	10	10	500	550	605	60,000	66,000	72,600
17	Office Clerk	1	1	1	200	220	242	2,400	2,640	2,904
		500	**500**	**500**				1,301,640	1,431,804	1,574,984
	Total (Ks'000)							**1,301,640**	**1,431,804**	**1,574,984**

Remark US$1= Ks.1380

Charis Co.,Ltd.

Foreign Techanician

No.	Designation	No of Person Y 1	No of Person Y 2	No of Person Y 3-10	Salary per month (Ks'000)			Salary per year (Kyats'000)		
					Y-1	Y-2	Y-3 to 10	Y-1	Y-2	Y-3 to 10
1	Production Manager	1	1	1	1,500	1,500	2,000	18,000	18,000	24,000
2	Supervisor	1	1	1	1,000	1,100	1,200	12,000	13,200	14,400
3	Skilled Labor	4	4	4	750	750	750	18,000	18,000	24,000
	Sub Total	**6**	**6**	**6**	**3,250**	**3,350**	**3,950**	**48,000**	**31,200**	**38,400**
	Total (Kyats'000)							**48,000**	**31,200**	**38,400**

Remark US$1= Ks.1380

Charis Co.,Ltd.

Production & Income Statement

No.	Particulars	Unit	Year					
			1	2	3	4	5	6-10
I	**Production Total**	**Pc**	**1,000,000**	**1,000,000**	**1,000,000**	**1,100,000**	**1,150,000**	**1,200,000**
1	Poly Resin Product	**Pc**	1,000,000	1,000,000	1,000,000	1,100,000	1,150,000	1,200,000
II	**CMP Charges**							
1	Poly Resin ProductResin Product	**US$/Pc**	5	5	5	5.5	5.5	6
II	**Income**	**US$**	**5,000,000**	**5,000,000**	**5,000,000**	**6,050,000**	**6,325,000**	**7,200,000**
1	Poly Resin Product Resin Product	**US$**	5,000,000	5,000,000	5,000,000	6,050,000	6,325,000	7,200,000

Charis Co., Ltd
Product Photos













Wise Unicorn Industrial Ltd
Room 1706-7,17 the Floor,113 Argyle Street,Mongkok,Kowloon,HongKong

ORDER AGREEMENT
BETWEEN
Wise Unicorn Industrial Ltd
AND
Charis Co., Ltd

This Order Agreement is made between Wise Unicorn Industrial Ltd and Charis Co., Ltd on 22th , June ,2018 regarding the terms and conditions set out hereunder:

1. Both parties are desirous of co-operating in performing this “Order Agreement” in good faith for mutually beneficial interests in accordance with the existing laws of the Republic of The Union Of Myanmar.
2. Wise Unicorn Industrial Ltd agrees to suplly to ready make Products and pay CMP charges to Charis Co., Ltd
3. Wise Unicorn Industrial Ltd agrees to produce Manufacturing of Poly Resin Products by Using Poly Resin on deliver in time.
4. It is agreed that full payment of making charges should be sent to Myanmar Investment & Commercial Bank (or) Myanmar Foreign Trade Bank by the way of letter of Credit or advance Telex Transfer.
5. It is agreed to give written notice for 3 months in advance on termination of “Order Agreement.”
6. The duration of “Order Agreement” is valid for 2 years from (5.7.2019) to (4.6.2021) and extendable 2 years. This contract will be followed after signing “Order Agreement”.

Both parties sign and put seals on this “Order Agreement” on the date mentioned above and exchange the same between them to effect a strong commitment hereby created.

SELLER	**BUYER**
Charis Co., Ltd	Wise Unicorn Industrial Ltd
Signature	Signature
Name & Title	Name & Title
Ms. Kao You-Fen	
Managing Director	Director
Charis Co., Ltd	Wise Unicorn Industrial Ltd

သို့

ဥက္ကဋ္ဌ
ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

အကြောင်းအရာ။ Charis Co.,Ltd (CMP စနစ်ဖြင့် Poly Resin အားအခြေခံ၍ Poly Resin ရုပ်ထုများထုတ်လုပ်ခြင်းလုပ်ငန်း)
၏ကုန်ကြမ်းတင်သွင်းမှု နှင့် ကုန်ပစ္စည်းများ ပြည်ပသို့တင်ပို့မှု အစီအစဉ်အား တင်ပြခြင်း။

ကျွန်တော်များ Charis Co., Ltd CMP စနစ်ဖြင့် စီအမ်ပီ စနစ်ဖြင့် အရည်သွင်းမြှင့်Poly Resin အားအခြေခံ၍ အရည်သွင်းမြှင့်, Poly Resin,Cold Cast Bronze,Pewter ကြွေထည် ရုပ်ထုများ နှင့် ပန်းပုရုပ်ထုများ ထုများ ထုတ်လုပ်ခြင်း လုပ်ငန်း အတွက် ကုန်ကြမ်းတင်သွင်းမှု ပြည်ပသို့ တင်ပို့မှု အစီအစဉ်အား အောက်ပါအတိုင်းတင်ပြအပ်ပါသည်။

ကုန်ကြမ်းများအား HongKong တို့မှ တင်သွင်းမည်ဖြစ်ပြီး ပို့ကုန်များအားလည်း ၎င်းနိုင်ငံများသို့ တင်ပို့မည်ဖြစ်ပါသည်။

လေးစားစွာဖြင့်

Ms. Kao You-Fen
Managing Director
Charis Co.,Ltd

Charis Co.,Ltd.

Profit and Loss Projection

No.	Particular	Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10
I	Income							
	CMP Income	US$	5,000,000	5,000,000	5,000,000	6,050,000	6,325,000	7,200,000
	Total Income	US$	5,000,000	5,000,000	5,000,000	6,050,000	6,325,000	7,200,000
II	Expenses							
1	Salary expenses	US$	964,178	1,060,596	1,166,655	1,166,655	1,166,655	1,166,655
2	Technician Fees	US$	35,556	23,111	28,444	10,667	10,667	10,667
3	Bonus, Incentive and Others	US$	96,418	106,060	116,666	116,666	116,666	116,666
4	Electricity Bill, Fuel & Energy	US$	50,000	60,000	70,000	80,000	90,000	100,000
5	Factory Rent	US$	142,224	149,335	156,802	164,642	172,874	181,518
6	Admin Expenses	US$	50,000	50,000	50,000	52,500	55,125	57,881
7	Medical Expenses	US$	30,000	30,000	30,000	30,000	30,000	30,000
8	Transportation Allowance	US$	20,000	20,000	20,000	23,000	26,450	30,418
9	Maintainence	US$	35,000	35,000	35,000	38,500	42,350	46,585
10	Factory Overhead Cost	US$	30,000	30,000	30,000	33,000	36,300	39,930
11	Water Bill	US$	20,000	20,000	20,000	23,000	26,450	30,418
12	Depreciation	US$	87,497	87,497	87,497	87,497	87,497	87,497
	Total Expenses	US$	1,560,872	1,671,599	1,811,064	1,826,127	1,861,034	1,898,234
	Gross Profit	US$	3,439,128	3,328,401	3,188,936	4,223,873	4,463,966	5,301,766
	25% Income Tax on Net Profit	US$				1,055,968	1,115,992	1,325,442
	Net Profit afterTax	US$	3,439,128	3,328,401	3,188,936	3,167,905	3,347,975	3,976,325
	2% CSR on Net Profit	US$	68,783	66,568	63,779	63,358	66,959	79,526
	Environmental Expenses on Net Profit	US$	34,391	33,284	31,889	31,679	33,480	39,763

Charis Co., Ltd

Corporate Social Responsibility Plan

We, Charis Co., Ltd will contribute 2% of our Net Profit to social welfare activities that will help society and country of Myanmar. Our social welfare activities shall include training of our employees such as on job training to be more qualified, language (Korean,Chinese) training on weekends with experienced teachers and providing necessary healthcare such as medical checkups and giving proper medical knowledge about deceases and its prevention. Part of our CSR activity such as donations will also contribute to public school around our factory.

No	Partical	Contribution %
1	Public School	0.5%
2	Non-profit Training	1%
3	Employees (Healthcare)	0.5%

Proposed Corporate Social Responsibility Activities

Public School

We will contribute 0.5% of our net profit to the public school near the factory to be a part of creating the better community. We will also work together with the school to understand more about the needs and we will also ensure that our contributions will be used in the most effective and efficient way for the society.

Non-profit Training

We will contribute 1% of our net profit for the trainings of our Employees. Our trainings include job-related trainings, language trainings and safety trainings. The main objective of our trainings are that we want our garment with their work but also improving their other skills such as language and promoting knowledge about safety measures and occupational health. Employees to be not only become more productive and more qualified.

Healthcare

One of our main concern is the well-being of our employees. We will contribute 0.5% of our net profit for the healthcare which includes medical checkup for the employees and providing health education to our workers.

With Best Regards,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

Charis Co., Ltd
Employees' Welfare Plan

Charis Co., Ltd is a 100% Foregin investment established under the Myanamar Investment Law and the Myanmar Company Law, whose registered office is situated at Myay Taing Block No.(14) Land Plot No.(103), Shwe Thanlwin Industrial Zone, Hlaing Thar Yar Township, Yangon Region. The company aimed to produce and Manufacturing of Manufacturing of high quality Poly Resin by using high quality poly resin on CMP Basis with a number (506) of staff. In order that the staff may enjoy proper welfare commensurate with that of a prestigious company set up a plan for its employees as it's ……

1. Staff Transportation
   For all employees who live far away from the factory, commuter buses will be rented by the company and the staff will be transported free of charge.

2. Uniform
   All employees would be supplied with uniforms free of charge twice a year

3. Health Care
   An infirmary will be set up within the factory compound and stocked with appropriate medicines. Qualified nurses will be hired by the company so that in emergency cases employees could be treated free of charge. In addition, a water purification system will be installed for staff drinking water. Appropriate sanitation facilities will be installed in the factory and regular disinfection work carried out.

4. Risk Prevention
   Evacuation plan in case of emergency would be drafted and explained to all employees so that in case of emergency namely: earthquake, fire and other natural or manmade disasters injury or death could be avoided.

5. Bonus
   Based on the performance of the company, annual bonus will be declared and paid out to each employee before the Myanmar New Year (Water Festival). The amount of bonus will be in accordance with the amount of profit earned by the company.

6. Training
   On job training course for un-skill and semi-skill workers will be arranged three times per year. Off job training for skill workers and middle management level will be sent to relevant training centers. Occasionally, potential workers would be dispatched to overseas training in developing countries.

7. Hostel (Accommodation)
   We, Charis Co., Ltd will be provided accommodation for our senior management level employees and based on the labour law of the country, other benefits such as leave (sick leave, annual leave etc.) would be drawn up and included in the Employees' welfare plan accordingly.

With Best Regards,

Ms. Kao You-Fen
Managing Director
Charis Co., Ltd

恒生銀行
HANG SENG BANK

Private & Confidential
Ref : 1805BOS-GB/CMB108

To Whom It May Concern

28 May 2018

Dear Sir/Madam

WISE UNICORN INDUSTRIAL LIMITED

At the request of our above-named customer, we are pleased to furnish you with a banker's reference as follows:

Wise Unicorn Industrial Limited has established banking relationship with us since November 1992. The company maintains a HKD current account with us. Operation of the account has been proper. The company also maintains other HKD and foreign currency accounts with us. The company maintained an eight-figure credit balance in total as at 24 May 2018 (in terms of local currency).

Kindly note that the above information is given in strict confidence and without any responsibility, howsoever arising, on the part of this Bank or its officers.

Yours faithfully
For HANG SENG BANK LTD

HANG SENG BANK LTD. GB/CMB BANKING OPERATIONS

WONG Wing-chi
Authorized Signature

WWC/ml